

Thos. Hargrave
59 K

THE Scrivener's GUIDE.

VOL. I.

BEING
Choice and Approved Forms
OF
PRECEDENTS
OF

All Sorts of Business now in Use and Practice,
in a much better Method than any yet Extant;
and Useful for all Gentlemen, especially those
that Practice the Law, *viz.*

Articles of Agreement,
Assignments,
Acquitrances,
Bankrupts,
Bargains and Sales,
Bills, Bonds,
Certificates,
Conditions,
Copartnerships,
Copyhold Precedents,
Covenants,
Defeazances,
Deputations,
Grants,
Jointures,

Indentures,
Leases,
Letters of Attorney,
Licences,
Memorials,
Mortgages,
Obligations,
Partitions,
Petitions,
Provisos,
Releases,
Revocations,
Settlements of Estates,
Warrants, &c.
Wills,

By *NICHOLAS COVERT*, one of the
Attornies of the Court of Common Pleas.
Revised, Corrected, and very much Improved, by
William Bohun of the *Middle Temple*, Esq;

To this Fourth Edition is also added very large
Additions by an Eminent Hand.

In the S A V O R:

Printed by E. and R. NUTT, and R. GOSLING, (Assigns
of *Edward Sayer*, Esq;) for *A. Bettsworth* in *Pater-No-
ster Row*, *W. Mears* and *F. Clay* without *Temple Bar*, *T.
Woodward* and *J. Hooke* in *Fleetstreet*. MDCCXXIV.

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THE
Scholar's
Choice and Approved
PRECEPTS
OF

All sorts of things now in the world
in a much better manner than
and useful for all countries
that the world has ever seen



BY WILLIAM THE SECOND
KING OF ENGLAND
IN THE FIRST YEAR OF HIS REIGN
IN THE CITY OF LONDON

Printed by J. Sturges
at the Sign of the Anchor
in St. Dunstons Church-yard
near the North Gate of London

THE
PREFACE
TO THE
READER.

WHEN *this Book first*
appear'd in Publick,
it was favourably received by
all Gentlemen, Conveyan-
cers, Stewards, Scriveners,
Attornies and others: And
was approved of by the most
Ingenious and Judicious of
all Sorts, as a Treatise fit-
ted and adapted to many of
their General and Particu-
lar Occasions.

The PREFACE.

And tho' it formerly met with some Objections, as to its Defects both in Matter and Method, yet (notwithstanding those Objections) it was so much esteemed and valued, That Three several Impressions thereof were vended, and sold off in a very short Time.

Since which, there having been a frequent and more than ordinary Demand for the Book; it induced the Publisher of this Fourth Edition, to undertake a Revival of all the former; and thereby not only to Correct such Errors and Defects as were therein, but also to supply the Work with Precedents of
I
many

The PREFACE..

many necessary and useful Matters formerly omitted.

AMONG the Matters and Contents added, You will find all such Precedents as relate to Awards, Certificates, Deputations, &c. and especially those concerning Bankrupts, from p. 223 to 256. Besides many others dispersed throughout the Work; the Number whereof has occasioned this Edition to be divided into Two Volumes.

AND not only the Matter, but also the Method of the Work is hereby Corrected; for you will find the particular Titles of this Edition, to be distributed Alphabetical-ly

THE PREFACE.

ly, whereby that Confusion which was objected to the former, is now avoided: Yet in such Precedents as relate to Settlements of Estates, from p. 886 to 916. the analytical Method was thought more necessary, in Regard of the several Kinds of Settlements, Viz. By Lease and Release, By Covenants to stand seized, By Feoffments, Fines, Recoveries, &c. which you will find mentioned, p. 886.

TO BESIDES which, you have several other Matters relative to such Settlements; as Limitations and Considerations of Estates and Uses, from

The PREFACE.

*from p. 916 to 928 of Pro-
vifoes in Settlements, from
p. 930 to 945. and of the
Introduction, Preservation
and Revocation of Uses,
Trusts, &c. from p. 945 to
972.*

*SEE also divers Prece-
dents of Deeds leading Uses
and of Declarations of Uses,
from p. 877 to 885 ----- But
these and all other Matters
contained in this Impref-
sion, may be readily found
by observing the particular
Titles of the Table.*

W. BOHUN.

N. B. *This Work having received various Helps, as the Impressions have encreased upon the Publick, to this Edition we have added some Notice of the Laws relating to Deeds and Instruments, and also several very curious Precedents not in the former Editions, to render it still more Compleat, and of more General Use.*

INTRODUCTION.

Containing an Abstract of the Laws relating to Deeds and Writings.

THE great Variety of Deeds and Writings; contained in this Book, makes some Notice of the *Laws relating to Them* highly necessary; and this has been thought proper by an Introduction. 'Tis this has occasioned the following Pages, which I have devided into several Heads (the same as the Precedents themselves) in the Order following, viz.

Acquittances.

Articles of Agreement.

Assignments.

Awards.

Bargains and Sales.

Bills.

Bonds.

Conditions.

Covenants.

Defeazances.

Exchanges.

Feoffments.

Fines and Recoveries.

Gifts.

Grants.

*Indentures to stand seised
to Uses.*

Jointures.

Leases.

Lease and Release.

Letters of Attorney.

Licenses.

Mortgages.

Partitions.

Releases.

Revocations.

Settlements of Estates.

Surrenders.

Wills.

Of

INTRODUCTION.

Of Acquittances.

An Acquittance is a small Writing, testifying the Receipt of a Sum of Money, or some other Thing, given in Discharge of the Debt or Duty.

If a Less Sum of Money is paid in Satisfaction of a Greater, it will not be a Satisfaction for the Whole, unless by the Acquittance it is particularly expressed and acknowledged. *Co. Lit.* 112.

If a Rent be behind twenty Years, and the Landlord gives his Tenant an Acquittance for the last Year that is due, all the rest of the Rent in Arrear is presumed to be satisfied, and no Proof will be admitted against this Presumption of Law. *1 Inst.* 373.

A Servant may give an Acquittance for his Master's Use, and it shall bind him where the Servant usually receives his Master's Rents, or has Authority to receive Money for him, &c.

An Acquittance in full of all Demands bars Actions, &c. as in Case of a Release.

Articles of Agreement.

Articles of Agreement are made and entred into, to ascertain what is mutually agreed upon between the Parties to it, as to the Performance of some Work or Service in Consideration of a Sum of Money, &c.

All Agreements must be *secundum subjectam materiam*, if the Matter will bear it; and they are generally govern'd by the *Intention* of the Parties, not to work a Wrong. *2 Mod. Rep.* 80.

The Intent is the chief Thing to be considered; and if by any Act or Accident (not arising from the Party himself) the Grant cannot be performed, according to the Words of it, the same is to be performed as near to the Intention as may be. *Plowd. Com.* 290.

Any

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Any Thing under Hand and Seal of the Parties, which imports an Agreement, will amount to a Covenant; and a Proviso, by way of Agreement, amounts to a Covenant, and an Action well lies upon it. 1 Lev. 155.

It is a good Way in all Articles of Agreement to have Bonds in sufficient Penalties for Performance; otherwise, on Default of either of the Parties, the other may be forced to proceed in Chancery for Relief.

Assignments.

Assignment is the appointing or setting over of all a Man's Right in Lands, Goods, &c. unto another; and the Assignee is he, to whom the Thing is appointed or assigned.

He shall be intended an Assignee, that hath the whole Estate of the Assignor that is Assignable: And there is an Assignee in Deed and an Assignee in Law. Assignee in Deed is such a one to whom a Lease, Estate, or Interest is assigned; Assignee in Law is he whom the Law makes so, as an Executor appointed by Will is an Assignee in Law to the Testator's Estate. But if there be an Assignee in Deed, an Assignee in Law will not be allowed of. *Dyer* 6.

If a Lessee for Years makes an Assignment of his Term, and die, his Executors will not be accountable for Rent due after his Death; and if the Executors or Administrators of such Lessee assign their Interest over, Action of Debt may not be brought against them for the Rent; but in this Case the Lessor is to have Notice of the Assignment, and give his Consent. *Noy* 71.

If a Lessor accept the Rent from an Assignee (knowing of the Assignment) he cannot afterwards have an Action of Debt against the Lessee for Rent due after the Assignment, because the Privy be-

tween them is destroyed; but he is left to his Remedy against the Assignee (before he has Liberty to Charge either the Lessee or Assignee). But yet it is said, he may bring his Action of Covenant against the Assignor, *&c. Poph. Rep. 55. 3 Co. 24.*

By the Statute against Frauds and Perjuries, 29 *Car. 2.* Assignment must be by Deed. If Tenant for Years assigns his Estate, no Consideration is necessary; for the Tenure being subject to Payment of Rent, *&c.* is sufficient to vest an Estate in the Assignee. *1 Mod. 263.* In other Cases some Consideration must be given. The Assignor is to covenant to save harmless of former Grants, Charges, *&c.* that he is Owner in Possession, and hath Power to assign; that the Assignee may quietly enjoy, and so make further Assurance, and the Assignee covenants to pay the Rents and perform Covenants, *&c.*

A Chose in Action, or a bare Possibility, is not assignable over. *5 Rep. 24.* An Assignee of Lands, if he be not named in the Condition, yet he may pay the Money to save his Land; but he shall receive none if he be not named. And Assignees shall not have Advantage of every Forfeiture by Force of a Condition, but only of such Forfeitures as are either incident to the Reversion, as Rent; or for the Benefit of the Estate, as not keeping the Houses or Fences in Repair, *&c. Co. Lit. 215.*

Awards.

An Award is the Determination of Matters in Dispute between Persons in Controversy. It is made at the Request of the Parties at Variance, for ending the Difference without Publick Authority.

The Arbitrators are private, extraordinary Judges to give Judgment between them; and if their Judgment

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ment be according to the Submission, and they keep within due Bounds, their Sentences are definitive. *West. Symb.* 163.

The Submission to Arbitrators may be either General, as of all Demands, &c. or Special, of some certain Matters in Dispute. It is usually by Bond, (though it may be by Word, and the Parties who bind themselves are obliged to take Notice of the Award at their Perils. *Co. Lit.* 206.

In an Award the following Things are to be observed; It must be (in Respect of the Persons and the Things submitted) according to the very Submission; it must not be on one Side only, for either Party is to be appointed to give or do something Beneficial; the Performance of what is ordered is to be possible and lawful; and there must be Means by Law to recover the Thing awarded; and it ought to make an End of all Controversies submitted. *1 Inst.* 206. *1 Roll. Abr.* 242, &c.

An Award of another Thing that is not submitted, or to pay Money to a Stranger, &c. is void; and if it does not reduce Things to a Certainty it will be also void.

Where divers of the one Part submit themselves, and diverse of the other Part, the Arbitrators may award Matters jointly or severally between them: If all Debts, Sums of Money, and Demands are submitted to Arbitrament, the Arbitrators have Power to Award a Release of all Bonds, Specialties, Judgments, &c. by which the Debts and Demands are due. *2 Saund. Rep.* 122. But Things relating to a Freehold, Leases, Debts due on certain Contract, &c. Matters concerning Matrimony or criminal Offences are not arbitrable. *9 Rep.* 78.

Things and Actions personal, &c. only may be determined by Award. An *Umpirage* is when there is but one Arbitrator, and it is usually where the Matter is referred to two, and if they cannot agree,

a Third Person is appointed to make an End of the Controversy. If a Submission be made to Arbitrators, and that if they disagree, then an Umpire shall determine, and the Award and Umpirage are limited to the same Day; the Arbitrators are first to declare they will meddle no further, and signify their Disagreement, before the Power of the Umpire to determine shall take Place. 2 Saund. 130, 132, &c.

Bargains and Sales.

A *Bargain and Sale* is an Instrument whereby the Property of Lands, Tenements, &c. is for Valuable Consideration granted and transferred from one Man to another.

All Things for the most Part, that are grantable by any other Way from one to another, are grantable by Way of Bargain and Sale. And therefore Lands, Rents, Advowsons, Commons, Tithes, &c. may be granted by Bargain and Sale, in Fee-simple, Fee-tail, for Life or Years; and all Manner of Goods, Chattels and Merchandizes may be granted and transferred by Bargain and Sale. But there must be a good Consideration given, or at least said to be given, for Lands (and for valuable Considerations a competent Sum of Money, &c. are good Considerations) and where any Freehold is to pass of Lands, the Deed must be enrolled within six Months, and must be indented, &c. Stat. 27 Hen. 8.

The very Words, Bargain and Sale, are not absolutely necessary, for other Words being equivalent will suffice to make Lands pass; as if a Man seised of Lands in Fee by Deed Indented, and by the Words, *Alien* or *Grant*, sell them to another, these Deeds being made in Consideration of Money, and afterwards inrolled, will be effectual Bargains and Sales. 9 Co. 94.

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If a Deed express a Consideration of Money upon a Purchase, this is no Proof upon a Trial, that the Money express was actually paid, but Proof of it must be made by Witnesses. *Still. Rep.* 370. And yet where Money is mentioned to be paid in a Bargain and Sale, and in Truth no Money is paid, some of our Books tell us, this may be a good Bargain and Sale; because no Averment will be against that which is expressly affirmed by the Deed. *Dyer* 90.

If Tenant for Life bargains and sells his Land by Deed inrolled, it is a Forfeiture of his Estate, tho' no Fee-simple passes. *4 Leon* 251. Neither the Death of the Bargainor, nor of the Bargainee, before Inrollment will hinder the passing of an Estate by Bargain and Sale; but until the Deed is enrolled, the Estate of the Freehold is in the Bargainor: The Bargainee cannot maintain an Action of Trespass before Entry, tho' he may assign, surrender, &c. And a Bargainee of a Reversion, shall not take Advantage of a Condition annexed to a Lease for Payment of Rent, without Notice given of the Grant. *Hob. Rep.* 136. *2 Cro.* 52, 146, &c.

A Bargain and Sale inrolled, passes not only the Freehold of Seigniories, Lands, Rents, &c. But also, of Reversions and Remainders; and there needed no Attornment in these Cases before the Stat. of 4 & 5 *Anna*.

By the Bargain and Sale of the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, &c. of Lands, the Bargainee by Ver-
tue of the Statute of *Uses* becomes possessed, (it being a Term) without any Attornment, and he may without Attornment distrain or bring Action of Debt for Rent. *8. Rep.* 93.

A Bargain and Sale of Lands for Money cannot be to one Man to the Use of another; but it must be to the Use of the Bargainee only. And if *A.*

for Money bargains and sells Lands to *B.* and his Heirs, to the Use of *A.* for Life, and after of *B.* in Tail, and after of *A.* in Fee, all these Uses are void ; because a Use cannot rise out of a Use. *Shep. Assur.* 5 10.

Warranty and Covenants may be inserted in a Deed of Bargain and Sale ; but this Deed is good without any such Addition. If a Bargain and Sale be made of a Lease for Years, or of Goods, it mattereth not whether it be inrolled or indented, &c. for these execute by the Statute without it. 2 *Rep.* 35.

The Manner of Inrolling a Deed.

Memorandum quod die, &c. isto eodem Termino coram Domino Rege apud Westm' venit A. B. de, &c. in propria persona sua Et protulit hic in Cur' dicti Domini Regis nunc coram ipso Rege apud Westm' quandam Indenturam quam cognovit esse factum suum Et petiit quod Indentur' illa in Cur' Domini Regis nunc coram dicto Domino Rege apud Westm' de Recordo Irrotuletur Et Irrotulatur in hac que sequitur forma ss.

This Indenture, &c. (here insert the Deed verbatim.)

Afterwards indorse on the Back of the Deed,

Irrotulatur in Curia Domini Regis cor' ipso Rege apud Westm' de Termino Sancte Trinitatis, &c. Anno Regni Dom' Georgii nunc Regis Magne Britan. &c. 5. Rotulo, &c.

When it is acknowledged before a Judge, the Indorsement is thus ;

Cognit' die, &c. Anno 5 Georgii Regis coram me,
J. P.

Bills,

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Bills, &c.

A Bill is a common Engagement or Security for Money; and commonly passes as Money.

These Bills are mostly used amongst Merchants and considerable Tradesmen. And by Stat. 3 *Ann.* All Bills and Notes, whereby any Person shall Promise to pay to another or Order, &c. any Sum of Money, shall be due and payable to the Persons to whom made, and be assignable over as Inland Bills of Exchange; and the Person, to whom the Money is payable on such Notes, may maintain an Action for the same as they might upon such Bill of Exchange, and the Person, to whom such Note is assigned or indorsed, may also bring an Action against the Assignors and Indorsers, and recover Damages and Costs of Suit. If a Person on whom an Inland Bill of Exchange is drawn, refuses to accept it, a Protest must be made; for no Drawer is liable to Costs or Interest without such Protest; and if a Bill be accepted, and not paid in three Days after due, it is likewise to be protested: But no Protest shall be necessary, unless the Bill be for 20 *l.* and drawn for Value received; and no Acceptance shall Charge any Person, unless the Bill be endorsed or underwritten. *Vide the Statute.*

A Blank Indorsement, without some further Act, it is said, does not actually transfer the Property of a Bill of Exchange: But the Person to whom it is indorsed, may fill up the Indorsement, and Charge the Indorser, &c. *Salk. Rep.* 126, 132.

Every Indorser of a Bill will be always liable as the first Drawer, and not be discharged by the Indorsee's Acceptance of the Bill: But by the Custom amongst Merchants, the Indorsee is to receive the Money of the first Drawer, if he can; and if he cannot, as where the Drawer is become Insolvent,
not

not to be found, &c. then, and not before, the Indor-
for should answer the Debt. *Ch. Just. Holt.*

Bonds.

A *Bond* is a Deed in Writing, whereby one doth bind himself to another to pay a Sum of Money, or do some other Act.

It may be made upon Parchment or Paper (either in a Piece of Paper by it self, or on a Piece sewed in a Book) it may be either in the First or Third Person; Double or Conditional, when it hath a Condition annexed to it; and the Condition may be either in the same Deed, or in another; and sometimes it is included within, and sometimes indorsed upon the Obligation. *Bro. Obl. 67.*

The Condition of a Bond must be to do a Thing lawful and possible (and Bonds not to use a Trade, Till Ground, &c. are unlawful) they may be to pay Money, deliver Goods, enter into a Statute, make a Release, surrender an Estate, save harmless, defend a Title, for quiet Enjoyment, to perform a Will, stand to an Award, &c. and when the Matter or Thing to be done or not to be done by the Condition is unlawful or impossible, or the Condition it self is repugnant, insensible or uncertain, the Condition is void, and in some Cases the Obligation also. *10 Co. 120.*

If a Thing be possible at the Time of making the Obligation, and afterwards become impossible by the Act of God, the Act of the Law, or of the Obligee, it is become void; as if a Man be bound to appear next Term, and dies before, &c. the Obligation is saved; and when a Condition is Doubtful, it is always taken most favourably for the Obligor, and against the Obligee: but so as a reasonable Construction be made as near as may be according to the Intention of the Parties. *Dyer 51.*

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If no Time is limited in a Bond for Payment of Money, it is due presently; sometimes the Judges have appointed a convenient Time, having Regard to the Distance of Place and the Time wherein the Thing may be performed: And if a Condition be made impossible in Respect of Time, as to make Payment on the 30th of February, &c. it shall presently be paid; but if the Act be to be done at a certain Place, as to go to Rome, &c. and the Obligor is to do the sole Act without Limitation of Time, he hath Time during Life to perform the same. But if the Concurrence of the Obligor and Obligee is requisite, it may be hasten'd by Request, 1 Inst. 206, 208. 1 Roll. Abr. 437.

Where no Place is mentioned for Performance of a Condition, the Obligor is to find out the Person of the Obligee wherever he is, if he be in England, and tender the Money, otherwise the Obligation will be forfeited; but if a Place be mentioned, he needs seek no further. Lit. Sect. 340. And if, where no Place is limited for Payment of Money due on a Bond, the Obligor at or after the Day of Payment meets with the Obligee and tenders him the Money, but he goes away to prevent it, the Obligor shall be excused. 8 E. 4.

If several Days are mentioned for Payment of Money, the Obligation is not forfeited, nor can be sued till all the Days are past; but in some Cases the Obligee may prosecute for the Money due by the Obligation presently, tho' it be not forfeited. Co. Lit. 292. The Obligor, or his Servant, &c. may tender the Money to save the Forfeiture, and it shall be a good Performance of the Condition, if made to the Person of the Obligee, tho' refused by him; but if the Obligor be afterwards sued, he must plead, that he is still ready to pay it, and tender the Money in Court. Co. Lit. 208.

In

In a Bond where several are bound severally, the Obligee is at his Election to sue all the Obligors together, or all of them apart, but not some of them jointly, and not the rest, and have several Judgments and Executions: But he shall have Satisfaction but once; for if it be of one only, the rest are discharged: But in a joint Obligation they must be sued together, and if one be sued, he is not obliged to answer unless the Rest are sued also. *Dyer* 19, 310.

An Heir is not bound unless he be named expressly in the Bond; but the Executors and Administrators are; and if an Obligation be made to a Man and his Heirs or Successors, the Executors and Administrators will have the Advantage of it, and not the Heir or Successor, by Reason 'tis a Chattel. *Dyer* 14, 271, &c.

Infants, Feme-coverts, &c. are incapable to enter into Bonds; and if a Woman through Flattery or Threats is prevailed upon to enter into an Obligation, she may be relieved in Chancery. 11 Co. 53.

If a Bond has no Date, or a False Date, if it be sealed and delivered, it is good; it may be also good tho' it contains false Latin, as *Johannes* for *Johannem*, *Septuagesimo* for *Septuaginta*, *Octogenta* for *Octoginta*, &c. But if the Words at the End of the Condition, *That then this Obligation to be void*, be omitted, the Condition will be void, but not the Obligation, which in this Case remains single. Co. 10, 33.

If the Words, *Or else shall stand in force*, be omitted it has no Effect to vitiate neither the Condition or the Obligation.

Conditions.

A Condition is when a Thing is referred to any uncertain Chance, which may happen or not happen ;
4 and

and it may be annexed to any Estate, whether in Fee-simple, Fee-Tail, for Life or Years.

It may be contained in the same Deed by which the Estate is made, or it may be contained in another Deed sealed and delivered at the same Time; but in this Case it is properly called a Defeazance. And there are two Manner of Conditions, one expressed by Words, and called a *Condition in Deed*, as where a Man makes a Lease for Years, reserving Rent, with Proviso, that if the Lessee fail of Payment, that then it shall be lawful for the Lessor to enter, &c. and a *Condition in Law*; as when a Man grants to another the Office of a Steward, Bailiff, &c. for Life, the Law implies a Condition, that if he do not truly execute his Office, it shall be lawful for the Grantor to discharge him. *Co. Lit.* 201, 235, &c.

Also some Conditions are Affirmative, which consist of doing, some are Negative, and consist of not doing, some are Collateral, some Inherent, some Restrictive, some Compulsory, some Copulative, and some Disjunctive. And Conditions are either Precedent and going before the Estate, and are to be executed, or else they are Subsequent, and follow the Estate, and to be executed. *Co. Lit.* 201.

A Condition precedent, absolutely gains the Thing or Estate by Performance of the Condition. An Estate is made to a Man for Life, upon Condition, that if the Lessee will pay to the Lessor a Sum of Money at such a Day, then he shall have the Fee-simple. This Condition precedes and goes before the Estate in Fee-simple, and upon Performance of it, the Lessee is intitled to the Fee-simple, if Livery and Seisin be made and given. 8 *Co.* 43.

A subsequent Condition keeps and continues the Estate, by the Performance thereof. A Man grants to another his Mannor of D. &c. in Fee-simple, upon Condition, that the Grantee shall pay to him at
such

such a Day a certain Sum of Money, or else that his Estate shall cease, &c. here the Condition is subsequent, and following the Estate, and upon Performance thereof doth keep and preserve the same.

Terms of the Law.

Conditions are good to enlarge or limit Estates, where there is a precedent Estate in Tail, for Life, or Years, &c. as a Foundation to erect the subsequent Estate upon.

A Man seized in Fee may make a Lease for Life or Years, with Condition not to alien during the Term. (But in a Feoffment in Fee such a Condition will be void.) And where a Chattel is sold for the whole Term or Interest of the Grantor, with such a Condition, the Gift or Sale is absolute, and the Condition void for Repugnancy. Conditions repugnant against Law, impossible, tending to the Subversion of the Estate, &c. are void, and if such Conditions go before the Estate, the Estate and Condition are both void; but if it be to follow the Estate, the Estate is absolute, and the Condition void. 1 Co. 83. 9 Co. 128.

Conditions to create Estates shall have a favourable Exposition; but if to destroy or restrain an Estate, they will have a contrary Construction: A Feoffment upon Condition, that the Feoffee shall not alien, is void; because the Law gives a Tenant in Fee Power to alien to whom he pleases: But if a Condition is, that Tenant in Tail shall not alien in Fee, Fee-tail, or for any other's Life but their own, this is good; because such Alienation is a Discontinuance. *Hob. 13, 62.*

A Condition or Limitation, to restrain a Man from doing that which is incident to his Estate, as for restraining Tenant in Tail from levying a Fine according to the Statute, or suffering a Recovery to Bar his Issue, is void; tho' a Gift in Tail upon Condition, that the Tenant in Tail shall not

not alien in Fee, Tail, &c. is good. 10 Rep. 39.

Tenant by Curtesy, Tenant in Tail after Possibilities of Issue extinct, Tenant in Dower for Life or Years, &c. hold their Estates subject to a Condition in Law, not to grant a greater Estate than they have, nor to commit Waste, &c. *Co. Lit.* 233.

A Condition runs always with the Estate, and binds in whomsoever's Hands it comes. *Lit. Rep.* 128. If at the Time of entring into a Condition, a Thing be possible to be done, but is impossible afterwards by the Act of God, the Estate of the Feoffee (which passed by the Livery) shall not be avoided. A Feoffment in Fee is made upon Condition, that the Feoffee shall within a Year go to Rome, &c. the Feoffee dies before the Year ended, yet the Estate of the Feoffee is become absolute; for the Estate, once vested by the Livery, shall not be divested without Default in the Feoffee. 2 *Mod.* 204.

Where a Condition is of two Parts Disjunctive, and one of them becomes impossible by the Act of God, the Person bound is not obliged to perform the other Part. 5 *Rep.* 22.

If a Man makes a Lease for Life, or a Feoffment, upon Condition, that the Feoffee or Lessee does such an Act, the Estate shall be void; now altho' the Estate cannot be void before Entry, yet this is a good Condition, and shall give an Entry to the Lessor by Implication. 1 *Roll. Abr.* 408. And regularly where one will take Advantage of a Condition, if he may enter he must enter; and when he cannot enter he must make a Claim; for an Estate of Freehold will not cease without Entry or Claim. *Co. Lit.* 218.

No Man may annex a Condition to an Estate, but he that doth create the Estate it self, and no one can reserve the Power of Re-entry upon Breach
of

of a Condition to any other but himself, his Heirs, Executors, &c. Parties and Privies in Right and Representation; Privies in Law, Grantees of Reversions, &c. shall have no Advantage by it. *Co. Litt.* 214, 215. *Dyer* 131. *Plowd.* 175, &c.

Covenants.

A **Covenant** is the Agreement or Consent of two or more, to give or do some Act, or perform some Thing.

There is a Covenant in Law, and a Covenant in Deed, or a Covenant exprefs, and a Covenant implied. A Covenant in Law is implied; as if a Man demise Lands to another for a Term of Years, the Law intendeth on the Lessee's part, that he shall during his whole Term quietly enjoy his Lease against all lawful Incumbrances. A Covenant in Deed is that which is expressly agreed between the Parties. *F. N. B.* 146. By an exprefs Covenant, for quiet Enjoyment the implied one is gone; but a Covenant by Deed cannot be discharged by Words. *Co.* 80, &c.

Covenants in Deed are either Real or Personal; Real, when a Man obliges himself to pass Lands or Tenements, levy a Fine, &c. And personal, where a Man covenants by Deed with another to build him a House, serve him, &c. Then there's a Covenant collateral, as there are collateral Assurances besides the Deed it self. *F. N. B.* 145.

The Use of a Covenant is to bind a Man to do some Thing *in futuro*, and therefore it is for the most Part Executory; it must be to do a Thing lawful, or it will not be Binding; and if the Thing to be done be in the Nature of it impossible, the Covenant is void. Any one that is Party to the Deed, to whom the Covenant is made, may take Advantage of it (but no Stranger may) and Executors and

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Administrators may take Advantage of inherent Covenants, altho' they are not named; as if a Man covenant with another to pay him Money at a Time to come, and do not say, to his Executors, &c. if he die before the Day, his Executors or Administrators shall be intitled to the Money. *Dyer* 112, 271. Executors, &c. are also bound by inherent Covenants.

Grantees of Reversions have the like Advantage against Termors by Action for any Covenant contained in their Lease, as the Lessors, their Heirs, &c. might, and so also shall the Lessees against such Grantees; but this is meant of inherent Covenants, such as concern the Thing granted, and tend to supporting the Estate. *Stat. 32 H. 8. 5. Co. 8.* And regularly every Assignee of the Land may take Advantage of inherent Covenants, as a Covenant to Repair, to have Estovers, &c. *5 Co. 16, 17, &c.*

If a Man covenant to do any Thing, his Heir shall not be bound, unless he is expressly named. *Dyer* 257. But where a Covenant is entred into with the Lessor, his Executors and Administrators to repair this Covenant, running with the Land, the Heir shall have the Benefit of it, tho' not named. *2 Lev. 92.* And yet where a Covenant is to a Man, his Heirs and Assigns, the Executors, who are Representatives of the Testator may bring the Action. *2 Lev. 26.*

If a Servant covenant to serve me a Year, and I covenant to pay him a Sum of Money for it (which is an absolute Covenant on both Sides) I am obliged to pay him, tho' he do not serve me; for he may bring Action of Covenant; but then I may compel him to serve the Time agreed: *Contra*, if I covenant to pay him a Sum of Money, if he serve me a Year, this is a conditional Covenant, and he must serve me the Year, or I am not bound to pay him the Money. *Co. Lit. 204.*

Where a Man is Party to a Deed his Agreement to pay amounts to a Covenant, tho' the formal Words, Covenant, Grant, &c. are wanting. 2 *Mod.* 269. It is agreed, that (A.) shall pay (B.) 100 l. for Lands in (D.) it is a mutual Covenant, and Covenant lies if (B.) will not convey. 1 *Sid.* 423. A Lease is sealed by the Lessor, and the Lessee hath not sealed the Counter-part, yet covenant may be upon the Lease against the Lessor; but where an Indenture of Lease is sealed by the Lessee, and not by the Lessor, nothing operates either in Respect of the Estate, or of the Covenants. *Owen Rep.* 100. *Telv.* 18, 19.

If a Man grants to another his Manor of (D.) in which he hath nothing, and covenants that he hath good Right to grant it, whereas he had no Right, this is a Breach of Covenant. 2 *Bulst.* 12. A Covenant is no Duty, nor any Cause of Action till broken. *Cro. El.* 479.

All Covenants must in Time and Place be exactly performed. In a Covenant the last Words, which are general, shall be expounded by the first Words, which are special and particular. A latter Covenant cannot be pleaded in Bar to a former; and this is the Reason that a later Deed cannot take away the Effect of the first. 2 *Vent.* 218.

Defeazances.

A *Defazance* is, a Condition relating to a Deed, making the same void upon Performance thereof, as if the Deed had never been made.

To the well making of a Defeazance there are certain Requisites; First, that it be made *in eodem modo*, as the Thing to be defeated is created, viz. by Deed, &c. It must truly recite the Deed, and be made between the same Persons; it ought to be made after the Deed, and of a Thing defeazible. *Dyer* 315.

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A Defeazance will defeat any executory Inheritance, as Rents, Annuities, Conditions, Warranties, Covenants, Leases for Years, &c. if it be made after such executory Things are created; and the Law is the same of Obligations, Recognizances, Statutes, &c. but Estates in Tail, or for Life, &c. executed by Livery, may not be defeated, unless the Defeazance be made at the Time of making the Feoffment, &c. and not afterwards. *Plowd. 131. Co. Lit. 236.*

A Defeazance differeth from a Condition only in this; a Condition is always made at the same Time, and annexed to, or inserted in, the Deed. But a Defeazance is always made in a Deed by it self, and for the most part made after the Deed whereto it hath Relation; because Obligations, Conditions, Leases, &c. are most commonly the subject Matter of Defeazance.

Exchanges.

An *Exchange* is where a Man seized or possessed of certain Lands, and another Man seized or possessed of certain Lands, by Deed Exchange their Interests, so that each shall have the other's Land in Fee, Fee-tail, or for Life, &c. *Lit. Sect. 62.*

Things necessary to the Perfection of an Exchange are, that the Estates be equal, viz. in Estate; but unequal Value or Quantity will not impeach it; the Word Exchange is to be used; there must be an Execution of the Exchange by Entry or Claim; and it must be by Deed Indented. *1 Mod. Rep. 91.* Before the Statute of Frauds and Perjuries, *29 Car. 2.* if Lands had lain all in one County, it might have been by Word, without Deed Indented.

Lands will pass by this Deed without Livery of Seisin; there needs no Transmutation of the Possession, and therefore a Release of Rent, &c. in Fee, for

Land in Fee, is Good; but Annuities may not be exchanged for Lands and Tenements. *Co. Lit.* 50. An Exchange made between a Tenant in Tail, and another of [unequal Interest, is not void, but voidable; for it may be good against himself during his Life, tho' his Issue afterwards at full Age may affirm or avoid it. If a Fee-simple be exchanged for a Fee-Tail, or a Tail-general for a special, &c. the Exchange is void. *Perk.*

Exchanges made by Infants, Men *non sane memorie*, &c. are not void, but voidable only; the Infant, at his full Age, and the Heir of the Person *non sane memorie*, may either make the same void or affirm it at their Election. *Perk. Sect.* 279. A Man that holds Lands in Fee-simple, Fee-tail, or for Life in Right of his Wife, may make an Exchange of the Lands, and it will be good as long as he and his Wife live; and if he with his Wife exchange the same for a longer Term, the Exchange is good against him: But his Wife after his Death may either affirm or avoid it. Jointenants, Tenants in Common, &c. cannot make Exchanges before they have made Partition. *Perk. Sect.* 277, 281.

The Word Exchange, made use of in this Deed, imports tacitly a Condition and a Warranty; the one to give Re-entry, the other Voucher and Recompence of the other Land that was given in Exchange. 4 *Rep.* 121. the Condition gives a Re-entry upon all the Land given in Exchange, if either of the Parties are put out of All or Part of the Land taken in Exchange, and the Warranty enables them to vouch and recover over in Value so much of the Land again given in Exchange; if Part of the Land is evicted, the whole Exchange is defeated. A Man gives three Acres of Land in Exchange for three other Acres, and one Acre is evicted, here all the Exchange is defeated; and he, who gave three Acres in Exchange, may make an Entry on his own Lands. 4 *Rep.* 121. An

An Exchange hath this Effect; it gives the Interest, and alters the Property of the Thing exchanged to either Party according to Agreement, provided there is no Eviction of either Side.

Feoffments.

A *Feoffment* is the Gift or Grant of Manors, Messuages, Lands, Tenements, &c. and is the most antient Conveyance. The usual Conveyance at Common Law was by Feoffment, to which Livery and Seisin was necessary, the Possession being thereby given to the Feoffee; but if there was a Tenant in Possession, so that Livery could not be made, then the Reversion was granted, and the particular Tenant attorned. Afterwards a Lease and Release was held a good Conveyance; but the Lessee was to be in actual Possession before the Release, tho' this is helped by the Statute, which unites the Use to the Possession without actual Entry, &c. *Stat. 27 H. 8.*

There are 8 formal Parts in a Deed of Feoffment; the Premisses, the *Habendum*, the *Tenendum*, the *Reddendum*, a Clause of Warranty, in Witness (comprehending the Sealing) the Date, the Witnesses Names. The Office of the Premisses is to name the Feoffor and Feoffee, and to comprehend the Certainty of the Lands; the *Habendum* is to Name again the Feoffee, and to limit the Certainty of the Estate; the *Tenendum*, &c. must be to the Chief Lord of the Fee; and as to the Clause of Warranty, it is good without it. *Co. Lit. 6, 7, &c.*

A Feoffment in some Respects is said to excel the Conveyance by Fine and Recovery; for it cleareth all Disseisins, Abatements, Intrusions, and other wrongful and defeasible Estates, which neither a Fine, Recovery, or any other Conveyance else doth; it passeth the present Estate of the Feoffor, and barreth the present and future Right to the Thing

convey'd; it also bars the Feoffor of all collateral Benefit, as Conditions, Powers of Revocation, Writs of Error, &c. and destroys contingent Uses, &c. and for that it is solemnly and publickly made; it has been of all other Conveyances most observed, being best remembred and proved by Reason of the Livery and Seisin, &c. *Co. Lit.* 949. *West. Symb.* 235. *Plowd.* 554.

No Feoffment can be made of such Things whereof Livery of Seisin cannot be made; as Rents, Reversions, &c. for no Deed of Feoffment can be good to pass any Thing by way of Feoffment only, but where Livery of Seisin is duly made and executed upon it. Feoffment without Livery of Seisin is only an Estate at Will, and the Feoffee may out the Feeoffee at his Pleasure; and if either of the Parties die before Livery of Seisin is made, the Feoffment is void. *Co. Lit.* 5. *Plowd.* 214, 219.

But if a Man makes a Charter of Feoffment, and stand afar off and shews to the Feoffee the Lands comprised in the Charter, into which he desires him to enter, delivering him at the same Time the Deed, if the Feoffee sees the Land, and receives the Charter and agrees to it, and does not dare for Fear of Death to enter, this is a sufficient Possession to have an Affize, and is a good Feoffment without Livery or Entry. 38 *Aff. pl.* 23.

The Manner of delivering Livery and Seisin, the Feoffor, Donor, &c. and the Feoffee, Donee, &c. or their Attornies, &c. come to the Door, if it be a House, if not, to some Part of the Land, and there, in the Presence of Witnesses, declare the Cause of their Meeting, and read the Deed, or the Contents thereof; and then the Feoffor or his Attorney (if it be a House) are to take the Ring, Latch or Key of the Door (all the People being out of the House) or if it be a Piece of Ground, take a Clod of Earth, if Wood a Twig of a Tree, &c. and all
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the People being out of the Ground, &c. the same Ring, Clod or Twig with the Deed are to deliver to the Feoffee, Donee, &c. saying the usual Words, viz. ' I A. B. &c. do hereby deliver unto you C. D. ' Possession and Seisin of this Messuage, &c. To ' hold to you, your Heirs and Assignes, according ' to the true Intent and Meaning of this Deed, &c. And then if it be a House, the Feoffee enters in first alone and shuts the Door, after which he opens it and lets in others. Then the Delivery is to be indorsed on the Backside of the Deed, with the Time of executing it, and the Names of the Witnesses, &c. which perfects the Livery of Seisin.

Fines and Recoveries.

A *Fine* is a final Agreement or Conveyance, upon Record, for the settling and assuring of Lands and Tenements, acknowledged in the King's Court by the Conusor to be the Right of the Conussee. It is called a Feoffment of Record, and is of that Antiquity, that we read Fines were frequent before the Conquest. 2 *Inst.* 511.

Fines are either single or double; the single Fine is that by which an Estate is granted by the Cognizor to the Cognizee, and nothing is thereby rendred back again by the Cognizee. The double Fine is, that which contains a Grant or Render back again from the Cognizee to the Cognisor, as of the Land itself, or some Rent, &c. out of it; many Times limiting Remainders to Strangers, &c. *Jacob's Conv.* 100.

Fines are also divided into four Kinds, viz. a Fine *Sur' Cognizance de droit come ceo*, &c. a Fine *Sur' done grant & render*; a Fine *Sur' concessit*, and a Fine *Sur' Cognizance de droit tantum*. A Fine *Sur' Cognizance de droit come ceo*, &c. single is the Principal, and esteemed the surest Kind of Fine; it gives present Possession to the Cognizee, so that he needs

no Writ of *Habere facias Seisinam* for the Execution thereof, and the Estate is thereby in Law in the Cognizee, to such Uses as are declared in the Deed to lead the Uses thereof; it implies in it Livery and Seisin. A Fine *Sur done grant & render* is that which is called a double Fine, being in a Manner two Fines, a Fine *sur Cognizance de droit, &c.* and a Fine *sur concessit*, whereby the Cognizee after Release and Warranty of the Cognizor renders back to the Cognizee the Lands, &c. A Fine *Sur concessit*, is where the Cognizor is seised of the Lands, and the Cognizee hath no Freehold in it, but it passeth by Fine: This Fine is Executory, so that the Cognizees must enter or have a Writ of *Habere facias seisinam* to obtain Possession. A Fine *sur Cognizance de droit tantum* is likewise Executory, and much of the Nature of the Fine *sur concessit*; but it is commonly used to pass a Reversion, and sometimes by Tenant for Life to Release his Estate to him in Reversion. *&c. Bendl. 134, 5. Co. 38. Plowd. 268. 3 Inst. 36.*

Likewise Fines are either with Proclamations, or without Proclamations. A Fine with Proclamations is termed, a Fine according to the Statutes. *1 R. 3. 4 H. 7. 32 H. 1. 31 Eliz.* A Fine without Proclamations is a Fine at the Common Law, which still remains in Force to discontinue the Estate of the Cognizors, if it be executed; but the Fine by Statute is the best Sort, and most used, and such a Fine is every Fine intended to be, if it be not shewed on Pleading what Fine it is; and if there be Error in the Proclamations, the Fine shall be a good Fine at Common Law: *2 Inst. 519. Dyer 216.*

By Fine almost any Kind of Contract may be made and expressed; it may be made so that one of the Parties shall have Land, and the other a Rent out of it; and that one shall have the same for one Time, and another for another Time. A Lease
for

for Years may be made by Fine, also a Heriot may be reserved, with Clause of Distress; and by it Jointure for a Wife may be made, a Gift in Tail, Remainder over, &c. 1 Co. 76.

By Fine, &c. Uses may be raised, and either of the Parties therunto, or others, shall have the Lands for any Time or Estate; for what Uses and what Estate a Man will, may be raised and created, and the Uses may, either before or after the levying such Fines, be declared by the Indentures to lead the Uses thereof: But if there is a precedent Agreement, as a Feoffment, &c. made between the Parties to a Fine; in this Case the Fine shall not pass any Thing, but only corroborate the Conveyance, and shall be guided by the precedent Agreement. 10 Co. 96.

Fines may be levied of all Things *in esse tempore Finis*, but not of Things uncertain, or of Lands restrained from Sale by Act of Parliament; and no single Fine may be with a Remainder over to any other Person not contained in it: But if (A.) levy a Fine to (B.) *sur Cognizance de droit come ceo*, &c. and (B.) by the same Concord grants and renders the Land back against to (A.) for Life, without Impeachment of Waste, Remainder to C. the Wife of A. for her Life, the Remainder to A. and his Heirs, this is a good Fine; and by this a Jointure may be and is often made. *Plowd.* 248. &c.

All Persons, Male and Female, may be Cognizors of a Fine, except Ideots, Lunaticks, &c. and all such Persons as may be Grantees, or take Contracts, may be Cognizees. Infants, *viz.* all Persons under the Ages of 21 Years, ought to have a special Care how to levy Fines, for they must be reversed again during their Minority, otherwise they are good. A married Woman ought also to take Care that she levy not a Fine of her own Lands; for she cannot reverse it either during her Husband's Life, or after
his

his Death, if she be then of full Age: She must also beware how she with her Husband levys a Fine of her Jointure, least she thereby loose her Thirds. 50 Ed. 3. *Aff. pl.* 53. *Dyer* 359. When a Feme-covert levies a Fine with her Husband, she must be examined in Private, whether she does it voluntarily, and not by Compulsion of her Husband.

Privies in Blood, as Heirs of the Cognizors, claiming by the same Title that their Ancestors had, are barred presently. But Strangers to Fines, such as are Parties or Privies, have 5 Years to enter and claim their Right, &c. the like Time have Infants after they accomplish their full Age, Madmen after they are cured, Feme-coverts after the Death of their Husbands, Prisoners after their Enlargement. &c. *Plowd.* 367, 375, &c. 1 R. 3. 4 H. 7.

No Fine bars any Estate in Possession or Reversion which is not divested and put to a Right; and he that at the Time of the Fine levied had not any Title to enter, shall not be barred by the Fine: But this is in Case of a future Interest (which not being turned to a Right a Man is not bound to claim) not in Case of a Tenant in Tail barring his Issue, 9 Rep. 106. Stat. 32 H. 8. no future Interest can be barred by a Fine and Non-claim, until 5 Years after it's coming *in esse*. *Raym.* 151.

A Fine may be avoided by the Death of all or some of the Parties before it be finished, by Error in the suing it out, or by some Fraud or Deceit: If either of the Parties Cognizors die after the Cognizance or Concord, and before the King's Silver be entred, this will avoid the Fine, and cannot be made good; but if the King's Silver be entered, and the Party dye after this, the Fine shall be finished. 1 Cro. 469. *Dyer* 220. *Co. Lit.* 9, &c.

If there want an Original, &c. or if Lands lie in diverse Counties, and there are not several Writs of Covenant for every County, this will be Error. *Dy.*

227. Lands bought of divers Persons by several Purchasers, may pass in one joint Fine; but the Writ of Covenant must be brought by the Vendees against all the Vendors, and every Vendor must warrant against him and his Heirs.

In case of a double Fine, the Release and warranty must be from the Heirs of one of the Cognizors; for in a Common Fine from several, the Fee must be supposed to be in one of them only; the Warranty must be by them and the Heirs of one of them, which is the Owner of the Land; but divers Cognizors may Warrant severally, and either generally or specially, *West. Tit. Fines* 147.

There are five Parts in a Fine. The Original Writ, and upon every Writ which concerns Land a Fine may be levied; the *Licentia concordandi*, for which the King's Silver is paid; the Concord, which is the Foundation and Substance of the Fine; the Note of the Fine, being an Abstract out of the Original; the Foot of the Fine, which commences *hec est finalis concordia, &c.*

A Precipe and Concord of a Fine.

South'ton fl. *Precipe* Willielmo B. *Ar' & Katharine*
Ux' ejus quod Juste, &c. tenen' Thome D. Ar' con', &c. de uno messuagio
quadraginta acr' terre, &c. Cum pertin', &c. Et nisi, &c.

Et est concordia talis similiter quod pred' Willielmus & Katharina recogn' ten'ta pred' cum pertin' esse Jus ipsius Thome D. ut' ill' que idem Thomas habet de dono pred' Willielmi & Katharine Et ill' remisit & quiet' clam' de se & hered' suis prefat' Thome & hered' suis in perpetuum Et preterea iidem Willielmus & Katharina concess' pro se & hered' ipsius Willielmi quod ipsi Warrant' prefat' Thome & hered' suis
ten'ta

ten'ta pred' cum pertin' contra ipsos Willielmum & Katharinam & hered' ipsius Willielmi in perpetuu' Et pro hac, &c.

A Fine will bar the Heirs in Tail, but not the Remainder or the Reversions; but *Recoveries* bar them all. And in prosecuting a Recovery there is a colourable Suit, wherein there is a Demandant, who is called the Recoverer, and a Tenant, called the Recoveeree; and one that is called to warrant upon a supposed Warranty, who is called the Common Vouchee; The Demandant is supposed to come into Court, and the Common Vouchee then is supposed to make Default, and withdraw in Contempt of the Court, whereupon Judgment is entred, that the Demandant, against whom there is no Defence, shall recover the Land, &c.

A Common Recovery is *fictio Juris*, a formal Act by Consent, used where a Man is desirous to cut off an Estate Tail, &c. It is much of the Nature of a Fine, but better in regard it bars Remainders and Reversions; the same Rules for the most part are to be observed and followed for the guiding and directing of the Uses of a Recovery, as are observed for the Guidance and Direction of the Uses of a Fine; and most Errors in a Common Recovery are amendable by the Court the first Term after the Recovery had. 10 Co. 42. 1 Co. 105. 8 Co. 162.

Recoveries are much favoured by the Law, many of the Inheritances of the Kingdom depending upon these Assurances; and they suppose a Recompence in Value to all Persons that lost the Estate. But a Recovery may be avoided, if suffered by Covin to deceive Purchasers, &c. as any other fraudulent Conveyance. And if Tenants in Tail, after Possibility of Issue extinct, Tenants by the Curtesy, or for Life, suffer a Recovery by Covin, without the Assent, and to the Prejudice of him in Remainder

or Reversion, such Recoveries are void, and a Re-
forfeiture of the Estates of such Tenants : But if
the next in Remainder voucheth over the Common
Vouchee, it will be a good Recovery, and bar the
Estate Tail, and the Remainders and Reversions.
Shep. Touch. 43. 44.

Gifts.

A Deed of Gift passeth either Lands or Goods,
and is applied to two Kinds of Conveyances, for
either of those Purposes, where there is no Bargain
or Sale.

A Gift may be by Deed, Word, or in Law; the
two first are plainly understood, and the latter is,
when a Man is married to a Woman, the Law gives
all the goods of the Wife to the Husband by the
Marriage; and if a Man be made Executor, the
Law gives him the Testator's Goods; but in these
Cases the Husband is liable to the Payment of the
Wife's Debts, and the Executor the Debts of the
Testator. *Co. Lit. 351.*

In Deeds of Gift the principal Care is, that there
be no Fraud; if any such Deed be made of any
Thing, with an Intent to deceive Creditors of their
just Debts, and Law adjudges this Deed, as to
and against such Executors, void.

If a Man makes an Assignment of his Lease to
another Person, and yet keeps Possession of the
Lands pretended to be assigned, the Deed of Assign-
ment is fraudulent. *1 Vent. 329.*

Grants.

A Deed of Grant is a Conveyance or Gift of
such incorporeal Things as lie in Grant, not in Li-
very, and cannot be given or granted by Word on-
ly without Deed; and Gifts and Grants are said to
be generally alike in Nature and Power. In

In every good Grant or Gift the following Things are requisite, *viz.* That there be a Grantor, Donor, &c. able to grant; that there be a Grantee, Donee, &c. capable of the Thing granted, that there be a Thing granted, and such a Thing that is grantable, that it be granted in that Order and Manner as the Law requires, and that there be an Agreement to and Acceptance of the Grant by him to whom made, &c. *Co. Lit.* 73.

A Person attainted of High Treason or Felony may make a Deed of Gift or Grant, and be good against all Persons, but the King and the Lord, of of whom the Lands are held; and for Relief of themselves in Prison, they will be good against them too. *Perk. Sect.* 26, 31, 32, &c.

Grants made by Persons *non sane memorie*, are good against themselves, but voidable by those that are their Heirs, Executors, or as have their Estates. An Infant may be a Grantee; for this is presumed to be for his Advantage, and yet when he arrives of Age he may either agree to it and perfect it, or disagree to it and avoid it. A Woman-covert may take by Grant, and if the Husband do not disagree to it, it shall be binding. *Co.* 123. *Co. Lit.* 2. *Perk. Sect.* 4.

One Executor or Administrator may grant or sell any of the Goods of the deceased, and it will bind all the rest: But one Member of a Corporation hath not Power to give or grant the Lands belonging to his Corporation, without the Concurrence of the rest. *Perk. Sect.* 31.

The Grantee himself ought to take by the Grant immediately, and not a Stranger, or any one *in futuro*. A Grant to a Man and his Issue will extend to a Bastard, his reputed Son (and a Bastard may give or grant Lands as well as any other Person, when he has acquired a reputed Name) *Perk. Sect.* 26.

If one makes a Suit of Cloaths for another, and put it upon him to use and wear, this will be a Gift or Grant in Law of the Cloaths it self; when the Use of a Thing is granted, all is granted necessary to enjoy such Use. And if a Grant be made to a Man and his Heirs, tho' the Word Assigns be not expressed, yet he may assign it at his Pleasure, for the Word Heirs includes Assignes. *1 Saund. 322, 323, &c.*

A Land of a Manor, or of a Fair, cannot make a Grant of the same, and reserve the Court Baron, or Court of Pie-powders, because they are inseparable Incidents. *19 H. 8.* A Man may grant an Annuity for him and his Heirs, to be paid for a certain Term of Years commencing after his Death, it shall charge the Heir. *Yelv.* And a Reversion may be granted as well as a Possession: But Grants may be avoided by Incertainty, Impossibility, being against Law, on a wrong Title, made to defraud Creditors, &c.

Every Grant shall be taken most strongly against the Grantor, and in Favour of the Grantee. *Litt.*

Indentures to stand seized to Uses.

A Use, (which is either the Profits of Lands, or a Trust and Confidence) may be created by Deed, Poll, or by Word, tho' it is best done by Deed indented. In Bargains and Sales, and Covenants to stand seized to Uses, some Consideration is necessary, as Money, &c. if they are made to a Stranger, and natural Affection, Blood, Affinity, Marriage, &c. to a Man's self, Wife or Children, &c. this is requisite to make them operate as Uses; but these Deeds to a Man's self or Family will be good without any Consideration. *Plowd. 301. Dyer 169. 1 Co. 154.*

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Where Uses are limited without Consideration, they are generally void, and the Estate returns to the Covenantor. *1 Mod. 159.* A Man levies a Fine, or suffers a Recovery, without any Consideration, and no Use is limited, by Implication of Law it shall remain to the Use of the Person as makes the Conveyance.

Uses may be made to a Man and the Wife, he shall afterwards marry; or to the Use of the first, second, or third Wife, &c. A Man may settle Lands to Uses, and reserve Power to make further Uses; but if Lands are once sold, and settled to Uses, the Party as makes the Uses may not create any further Uses. *Dyer 169.* In Uses there ought to be a Privy of Estate to erect the Use upon: And as to Uses on Condition, the Condition must first be performed, otherwise the Use will have no Effect. *1 Co. 13.*

If Parties to a Deed declare, that one of them shall make a Feoffment, levy a Fine, &c. to the Use and Intent that one shall hold for his Life, and after his Death another in Tail, and after that a third in Fee-simple, &c. the Estate settlcth according to the Use and Intent by such Deed declared, by Vertue of the Statute 27 H. 8. Before this Statute, the Feoffees, &c. were Owners of the Land; but now those are Owners to whose Use the others are enfeoffed; for as before the Statute the Possession ruled the Uses, so now the Use governs the Possession. *Vid. the Stat.*

A Use will not prevent the Dower of a Woman after her Husband's Death. It must be of a Possession. If it be against Law, or impossible, &c. it will be void; and when the Estate, out of which an Use ariseth is gone, the Use is gone also. And Uses may be made void by Release, Power of Revocation, &c. *Dyer 186. Co. Lit. 237.*

Jointures.

A Jointure is many Times made by Covenants to Uses. And a Jointure is where a Man (or some other for him) in Consideration of Marriage settles on his Wife Lands or Tenements for her Maintenance after his Decease. It must take Effect for the Life of the Wife, in Possession or Profit, presently after the Death of the Husband; it must be made for her self, and none other in Trust for her, for the Term of her own Life; it must be made in full Satisfaction of her Dower, and be so expressed, and may be made either before or after Marriage. *Stat.*

27 H. 8.

If the Jointure be made before the Marriage, the Wife has not Power to waive it, and claim her Dower at the Common Law; but if it be made after the Marriage, the Wife has the Privilege to refuse the Lands appointed her in Jointure, and to have her Dower; and in the first Case, if she be evicted of her Jointure, she should be endowed according to the Rate of her Husband's Lands, whereof she was dowable. *Stat.* 27 H. 8. *Inst.* 36.

Where Lands are settled in Jointure to the Wife before the Coverture, and afterwards the Baron and Feme alien those Lands by Fine, she shall not be endowed of any other Lands belonging to the Husband; but if the Jointure had been executed after Marriage, it is otherwise, for in this Case notwithstanding the Alienation thereof by Fine by Husband and Wife, yet, because her Estate was originally waivable, (being made after the Marriage) and the Time of her Election came not till after her Husband's Death, she may lay claim to her Dower in the Residue of his Estate. *Co. Lit.* 36.

The Wife may enter into her Jointure after the Death of her Husband, without Action; and her

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Jointure shall not be forfeited by the Treason of the Husband, tho' Dower shall. Dower is also forfeited by Treason, Murder, Felony, &c. committed by the Wife; also if she elope from her Husband, and live with the Adulterer. 1 *Inst.* 26. 2 *Inst.* 436.

Leases.

A *Lease* is where one by Deed demises and grants, Lands, &c. for a less Time than he hath therein; and Leases are divided into Leases for Years, or for Life, and may be by Word or Parol, as well as by Writing.

To the making of a good Lease several Things necessarily concur; as in other Grants, so in this; there must be a Lessor, one not restrained to make the Lease; there must be a Lessee, one not disabled to receive it; there must be a Thing devised, which is devisable; there must be a sufficient Description of the Parties, and the Thing leased, and if it be not grantable without Deed, the Lease must be made by Deed; if it be a Lease for Years, it must have a certain Commencement and Determination, either by an express Enumeration of Years, or by a Reference to a Certainty; there must be all the usual Ceremonies, as Sealing, Delivery, &c. and there must be an Acceptance of the Thing demised. *Co. Lit.* 45, 46. *Plowd.* 273, 523.

A Lease for Years may commence from a Day to come, as Christmase next, three or ten Years after, or after the Death of the Lessor, &c. and it will be good: But a Lease for Life of any Thing, if it be *in esse* before, it is said cannot begin at a Day to come. *Co. Lit.* 5. Leases for Life or Years, &c. may be made of any Thing Corporeal or Incorporeal, that lies in Livery or Grant; and Goods and Chattels may be leased for Years.

A Lessee for Life is a Freehold-Tenant, and he may take upon the Land, if not restrained by special Covenant, reasonable Estovers; if he sows the Land and die before the Corn, &c. is reap'd, his Executors shall have the Corn; but Grass or other Fruits, not severed, are Parcel of the Inheritance. The Case is the same of Tenants in Tail after Possibility of Issue extinct, Tenant by the Curtesy, &c. which are Estates for Life upon an Uncertainty. 1 *Inst.* 55. 5 *Rep.* 116.

But if a Tenant for Term of Years sows the Land, and his Term expires before the Corn is ripe, the Landlord is intitled to it, unless it be particularly covenanted, that the Tenant shall have his Crop at the End of the Term; for here the Term being certain, it shall be adjudged the Tenant's Folly, to sow the Corn, &c. when he certainly knew his Term would end before it was ripe. *Lit.* 68.

Suffering Houses to decay, cutting down of Timber Trees, taking away or breaking down Wainscot, Doors, Benches, &c. fixed to the Freehold, is Waste, in either Lessee for Life or Years: But if such Wainscot, &c. is fixed by the Lessee, they may be taken down by him, provided it be done before the End of the Term, and the Freehold be not thereby weakened, but left in as good Condition as 'twas at the Time he fixed them. *Salk.* 368.

A Tenant for half a Year, or a Quarter of a Year, is a Lessee for Years; but an Estate for 1000 Years is not a Freehold, or of so high a Nature as an Estate for Life. 1 *Inst.* 6.

If a Man grant Lands to another, To hold for Term of Life, and doth not say for whose Life, this regularly shall be taken for the Life of the Lessee; but if the Lessor himself have but an Estate for Life, in the Lands, then the Lease shall be construed during that Life by which the Lessor held the same; and if the Lessor be Tenant in Tail of the

Land, it shall be taken for the Life of the Lessor.
1 *Inst.* 183.

A Man seized of an Estate in Fee-simple, in his own Right, of any Lands or Tenements, may make a Lease of it for what Lives or Years he will; and he that is seized of an Estate-tail in any Lands or Tenements may make a Lease of it for his own Life, but not longer, unless it be by Fine, &c. or such Lease be warranted by the Statute 32 H. 8.

Tenants in Tail may make Leases for Lives or Years, and they shall be good, having the following Conditions: They are to be made by Deed indented; to begin from the Time of making, or some short Time after, as *Michaelmas* next, &c. If there be an Old Lease in Being it must be surrendered; they are not to exceed three Lives, or 21 Years from the Time of making; they must be of Lands manurable or corporeal, whereout a Rent may be legally issuing; and of such Lands or Tenements which have been most commonly let to Farm for the Space of 20 Years; the accustomed yearly Rent or more is to be reserved; they are not to be made without Impeachment of Waste, or against any special Act of Parliament; and they are to have all usual Ceremonies, &c. *Stat.* 32 H. 8. A Husband Tenant in Tail, in Right of his Wife, may make Leases of the Lands, so as the above Conditions be observed, and the Wife be made a Party to such Leases, &c. *Co. Lit.* 44.

Bishops, Spiritual Persons, &c. may make Leases of their Spiritual Livings, for three Lives or 21 Years, having all the Qualities required by the aforesaid Statute in Cases of Leases made by Tenants in Tail.

Lease

Lease and Release.

A *Lease*, as I have already observed, signifies a Demise or letting of Lands; and a *Release* is a Conveyance of a Man's Interest or Right which he hath in Lands or Tenements, &c. to another that hath the Possession thereof.

It is a common Practice in the passing of Lands by Lease and Release, first to make a Bargain and Sale for the Term of one Year, or such like Term, to the Intent that by Vertue thereof the Lessee may be in the actual Possession of the Lands intended to be conveyed by the Release, and thereby, and by Force of the Statute 27 H. 8. for transferring of Uses into Possession, be enabled to take a Grant of the Reversion and Inheritance of the said Lands, &c. And the Lease and Release make but one Conveyance, being in the Nature of one Deed. 1 Mod. 252.

In every Release that tends to the Enlargement of an Estate, he that makes the Release must have an Estate in himself, out of which the Estate may be derived to the Releasee; the Releasee must have an Estate in Possession, in Deed or in Law in the Lands whereof the Release is made, as a Foundation for the Release; there must be Privity in Estate between the Releffor and Releasee; and there must be sufficient Words in Law, not only to make the Release, but also to create and raise a new Estate. Co. Lit. 22.

A Release made by one that at the Time of the making thereof had no Right is void. And a Release made to one, that at the Time of the making thereof hath nothing in the Lands, is likewise void; for he ought to have a Freehold, or a Possession, or Privity. Noy's Max. 74.

If a Man makes a Lease for Life, Remainder for Life, and the first Lessee dieth, whereupon the Lessor releaseth to him in Remainder for Life before Entry, this is a good Release to enlarge the Estate, for he hath an Estate in Law capable of Enlargement by Release before the Entry had. *Co. Lit.* 270.

A Release of a Man's Right in Fee-simple, is not good to pass a Fee-simple; but a Release for a Man and his Heirs will pass as a Fee-simple; and if a Release be made to a Man and the Heirs of his Body, by this Conveyance the Releasee hath an Estate-tail. *Co. Lit.* 273. If a Man Release to another all his Right which he hath in the Land, without using any more Words, as to hold to him and his Heirs, &c. the Releasee hath only an Estate for Life. *Dyer* 263.

By the usual Release of all a Man's Right unto Lands, all Actions, Entries, Title of Dower, Rents, &c. are discharged; but it will not bar a Man of a Right that shall descend to him afterwards. By a Release of all Entries, or Right of Entry a Man hath unto Lands, without more Words, the Releasee is barred of all Right or Power of Entry into those Lands, upon any Pretence whatsoever, and yet, if a Man have a double Remedy, viz. a Right of Entry, and an Action to Recover, and then Release all Entries, by this he is not barred of his Action. 8 *Co.* 151. *Plowd.* 478. *Co. Lit.* 345, &c.

A Release that doth enure by way of passing away an Estate or Extinction, may be made upon Condition, or with a Defeazance, so as the Condition be contained in the Release, or delivered at the same Time with it, &c. There may be a Recital, Covenants, Warranty, &c. inserted in a Release; but a Deed may be good without any such Additions.

Letters of Attorney.

A *Letter of Attorney* is an Authority committed to another to do some Act in his Name; as to receive Money, deliver Seizin of Lands, prosecute a Suit, &c.

The Nature of these Instruments is to give the Attorney the full Power and Authority of the Masters of them, to accomplish the Act intended to be performed; and sometimes they are revocable, and sometimes not so; but when they are revocable it is generally a bare Authority only; and they are irrevocable, when Debts, &c. are absolutely assigned to another, in which Case the Word *Irrevocable* is usually inserted.

In committing Authority to another, a Man may limit it as strictly as he pleases; and if the Party exceed his Authority, it shall in most Cases be void in the whole Act. So that if I make a Letter of Attorney to *A. B.* to deliver Livery and Seizin in the Capital Messuage, and he does it in another Part of the Land, &c. the Act of the Attorney, as to execute the Estate, is void; for these Authorities receive a strict Interpretation. *Plowd. 475.*

If a Mayor and Commonalty make a Feoffment of Lands, and execute a Letter of Attorney, to deliver Seizin, the Livery and Seizin after the Death of the Mayor will be good, by Reason the Corporation dieth not. *Co. Lit.*

Licences.

Licences are of divers Kinds, some give Time to Debtors for Payment of their Debts, some are Authorities to let Lands, &c. and some will amount even to a Lease it self.

Copyhold Tenants are to have Licences for the Leasing of their Copyholds if they let them for a longer Time than one Year, which only is warranted by Custom. And, if such Tenants let their Lands for a longer Time without such Licence, it is a Forfeiture of their Estates. *Co. Lit.* 63.

In a Deed the Word Covenant will make a Lease, tho' the Word Grant be omitted; and some of our Books say, a Licence To hold for a Time, without either of those Words, will amount to a Lease, *2 Mod. Rep.* 80.

But of this a *Quare* has been made, because where a Man grants such a Licence, the Licensor may also hold with him at the same Time.

A Licence to enjoy Land from such a Time to such a Time, is a good Lease. *1 Mod. Rep.* 14, 15.

Mortgages.

A Mortgage is a Pawn of Lands, Tenements, &c. for Money borrowed to be the Creditors for ever, if the Money be not paid at the Day agreed; but upon the Mortgagors paying the Interest of the Money, these Mortgages are as it were renewed and continue a long Time without disturbing the Possession or Parties.

These Mortgages are made several Ways; as by Lease for a long Term of Years, Feoffment, Lease and Release, Assignment, &c. and in them is inserted a Proviso, that if the Money be paid at the Day, the Deed to be void. Until Failure is made, the Mortgagor holds the Lands, and if Failure be made, whereupon the Mortgagee enters, yet the Mortgagor hath an Equity of Redemption, and may call the Mortgagee to Account, &c. A Covenant to restrain Equity of Redemption is not regarded in Chancery. *2 Vent.* 365. But the Mortgagee may Bar the Equity of Redemption, and oblige the Mort-

Mortgagor to pay what is due, or to be foreclosed of his Power of Redemption, which the Court of Chancery will order in some convenient Time. The Interest in Law in the Lands mortgaged is in the Mortgagee before Forfeiture; for he hath purchased the Lands as it were upon valuable Consideration, as the Law will intend; and tho' the Mortgagor may redeem, yet it is not certainly known whether he will or no, and if he do not, the Estate, without other Act, is absolute in the Mortgagee; but the Mortgagor hath an equitable Right of Redemption. *Mich. 23 Car. B. R.*

A Mortgagee is esteemed in Possession on executing the Mortgage, and if the Money be not paid, whereby the same is forfeited, he may bring Ejectment without actual Entry. (But where a Condition is to be defeated it must be by actual Entry) The Heir of the Mortgagor coming within the Time limited may pay the Money, and save the Forfeiture, for he hath an Interest in the Condition; and the same Law is of the Mortgagors Executors, Administrators, &c. If no Time be limited for Payment of the Money on a Mortgage, the Mortgagor hath Time during his Life; but if he die before Payment, his Heirs, Executors, &c. shall not be received to pay the Money. *Co. Lit. 206.*

Where a Mortgage is made to a Man in Fee, and the Mortgagee before the Day of Payment dies, the Executors shall have Money, unless it be made particularly payable to the Feoffor or his Heirs; for the Executors do more represent the Testator than the Heir; but if it be made payable to him, his Heirs, or Executors, the Mortgagor may pay it to either of them; and yet in this Case, tho' Heirs, Executors, &c. are named, when the Day is past 'tis as much as if no Person had been expressed, and then the Law appoints it to the Executor. *Co. Lit. 210. 2 Vent. 348.*

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INTRODUCTION.

The Tender of Money must be to the Person of the Mortgagee, and not upon the Land, where no Place is appointed, personal Estate of the Mortgagor shall in favour of the Heir be applied to discharge the Mortgage. If there be Personal Assets sufficient to pay all Legacies. *Salk. 450.* If a Mortgagor pay a Horse in Satisfaction of Money due on a Mortgagee, and the Mortgagee receives it, this will be good enough. *Lit. Sect. 344.*

Mortgagees are not releivable in Chancery after 20 Years (for the Stat. 21 Jac. 1. limits the Time of the Entry to that Number of Years) unless there appear particular Circumstances, as in Cases of Infants, Feme-coverts, &c. 2 Vent. 340.

Persons having once mortgaged Lands, and who Mortgage the same a second Time, without discovering the first Mortgage, the Mortgagor shall forfeit his Equity of Redemption, and the second Mortgagee, &c. may redeem. Stat. 4 & 5 W. & M.

Partitions.

When there is no Heir Male to an Estate in Fee-simple, Fee-tail, &c. but there are divers Females, as Daughters, Sisters, &c. they shall inherit together, and are by Law esteemed but one Heir, called Parceners. *Co. Lit. 163.*

Partitions of Lands may be either voluntary or compulsory, as by Writ *De partitione facienda*: In Partitions made by Parceners the eldest shall chuse first; and if they have an Advowson, the Law gives the first Presentation to the first (if they don't agree) and the Second shall have the second Turn, and *sic de ceteris*, every one in Turn according to Seniority; and this Privilege goes to the Heirs and Assignes of every Parcener; for Coparceny is not severed by the Death of any of them, but the Part, &c.

&c. of the Person dying shall descend to her Issue.
2 *Inst.* 365.

If there be three Parceners, and the eldest Purchases the Part of the youngest, she may have a Writ of Partition against the middle Sister, *&c.* And so it is if the eldest Sister takes Husband, who Purchases the Part of the youngest; for tho' the Husband be a Stranger, yet he and his Wife may maintain a Writ of Partition. *Dyer* 38.

Parceners have one entire Freehold, as long as the Land remains undivided, in respect of Strangers; but between themselves, to many Purposes, they have in Judgment of Law several Freeholds, for the one may convey her Part to the other, *&c. Stat. 17 Ed.*

3. *&c.*

Partition made by Parceners of full Age and *sane memorie*, binds them for ever, whether it be equal or unequal; this is understood of Lands in Fee; for if it be of Lands entailed, or if any of the Parties be *non sane memorie*, it shall be only Binding to the Parties themselves, for their Lives, and not their Issue, unless it be equal; if it be unequal, the Issue of her, that has the lesser Part, may after her Decease disagree and enter, and occupy in Common the Part allotted her Aunt. *Co. Lit.* 166, 170.

When Judgment is given upon a Writ of Partition, it shall be that the Sheriff shall go to the Lands and Tenements, *&c.* and by the Oath of twelve Men make Partition between the Parties, *&c.* without any Mention of the eldest Sister more than of the youngest. *Lit. Sect.* 248.

Petitions.

A Petition is an Application in Writing to some Persons in Power, for Relief in Calamities or unhappy Circumstances.

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And no Person shall labour or procure the getting the Hands of above 20 Persons to any Petition to the King or Parliament, for any Alteration in Church or State, unless by Consent and Order of 3 or more Justices of the Peace, &c. under the Penalty of 100 *l.* And repairing to the King to deliver such Petition with above 10 Persons, is liable to the same Penalty. 13 *Car. 2. cap. 5.*

Releases.

All Actions, Real, Personal and Mix't, may be discharged or extinguished by Release.

Debts, Legacies, and other Duties may be released and discharged before or after they become due; a Rent or Annuity may be released before the Day of Payment, and so may a Debt due by Obligation; Judgments, Executions, Recognizances, &c. may by apt Words be discharged by Release; and if a Charge or Duty grow by Writing, the Release must also be by Writing. *Co. Lit. 274.*

The Words necessary to a Release are, *Remissione, Relaxasse & quietum clamasse*, which are the ancient Words; but the Word *Release* is most effectual; and a Release may be made by the Words *Renunciare acquietare, &c.* A Release of all Actions bars all Actions, Suits, and also Bonds, Statutes, &c. if the Cause of Action subsists at the Time of executing the Release, and not at the Time to come. But these Releases will not bar Executions, or Writs of Error to reverse erroneous Judgments, a Covenant before broken, &c. *Co. Lit. 286, &c. Kelw. 113.*

A Release of all Debts discharges all Debts upon Specialties, Executions, &c. And a Release of all Covenants, discharge all Covenants, broken or not broken. A Release of all Duties discharges all Actions, Judgments, Executions, Obligations, Rents, Services, &c. A Release

lease of all Statutes discharges all Statutes; Of Error, Writs of Error, &c. and by a Release of all Quarrels all Actions Real and Personal, and Causes of such Actions are said to be discharged. *Co Lit.* 76, 291, 292. *Dyer* 56.

A Release of all Demands, without more Words, releases all Rights and Titles to Lands, Warranties, Conditions, Statutes, Obligations, Contracts, Recognizances, Covenants, Rents, &c. all Manner of Actions Real and Personal, Debts, Duties, Judgments, Executions, &c. This Release includes in it most of all the Releases before, and is the most extensive and effectual Discharge of any. But this doth not avoid any Obligation subsequent to the Release, nor a Covenant or Promise that is future, &c. and generally, if it be made a particular Occasion, that will restrain the Generality of the Words. *Co Lit.* 291, 8 *Co.* 54. A Release of all Claims is much of the same Nature as a Release of all Demands.

If a Promise be of two Parts, and he to whom it is made releaseth one Part, this will amount to a Release of both Parts. A Release to one Obligor, where there are several, will discharge the others; A Release by a Lord to one Jointenant shall extend to both; and if two commit a Trespass the Release of one discharges both. *Co Lit.* 232.

An Acknowledgment of a Debt being satisfied, is a good Release in Law of such Debt.

Revocations.

A Deed of Revocation is the calling back of something already granted, where a Power of Revocation is contained in the former Deed.

Uses and Powers in Contingency and Possibility, by mutual Assent of Parties, may be revoked and determined; for as by Indenture they may be raised,

so by Proviso or Limitation in the same Indenture they may be extinguished and destroyed. 10 Co. 68.

If there be a Proviso in the Deed, that the Person that creates the Use may, by indorsing on the Indenture, revoke it; this will not confine the Revocation to Indorsement only, for the Revocation may be nevertheless by any other Writing. 1 Keb. 134.

Where there is a Power of Revocation, a new Declaration of Uses is a sufficient Revocation of the former, without any Thing more. Co. Lit. 237. A Power is reserved to a Man to revoke a Deed by Writing subscribed and sealed in the Presence of two or more credible Witnesses, if he makes his Will in Writing, without making any express Revocation, it shall be adjudged a good Revocation, and the Will a good Execution of the Power. Hob. 312.

If a Man make a Feoffment in Fee, or levy a Fine, &c. of Lands, this Extinguishes the Power of Revocation, for these amount to a Revocation in Law.

Settlements.

Settlements are so called, because upon Marriages the Estate is usually settled upon the Husband for Life, afterwards to the Wife for her Jointure, and to their Issue in Remainder, &c. with Leases to Trustees for Terms of Years, to raise Daughters Portions, &c. and Leases for Lives, to support contingent Remainders.

They are made several Ways, viz. by Lease and Release, Fine and Recovery, Covenants to stand seised to Uses, &c. and when a Settlement is made on Marriage, the Law is very careful to see it observed, particularly that Part which relates to the Jointure of the Wife, settled for her Maintenance; she cannot be disturbed in the Enjoyment of her Right

Right, without her Consent ; and if a Widow be about to marry, to prevent her Husband's Disposal of her Land, conveys it to Friends in Trust, who, with her Husband, make a Sale of it, the Court of Chancery will Decree the Purchaser to reconvey the Estate to her. *Tothill 43.*

If a Man before Marriage (in Consideration of a Marriage Portion) give Bond and Judgment to the Wife to leave her worth 500 *l.* This Provision for the Wife shall be made good out of the Husband's Estate, and be satisfied before any Debts whatsoever ; unless a Judgment, &c. be obtained with her Consent.

Vide Indentures to stand seised to Uses.

Surrenders.

A Surrender is the yeilding up of an Estate for Life or Years, to him who hath the immediate Reversion or Remainder.

There are two Sorts of Surrenders, a Surrender in Deed, and a Surrender in Law ; and to make good a Surrender in Deed, these Things are required ; that the Surrenderor be able to make the Surrender, and the Surrenderee capable to receive it ; that the Surrenderor have an Estate in Possession of the Thing surrendred ; that the Surrender be to him that hath the next Estate in Remainder or Reversion, and that there be no intervening Estate coming between ; that there be a Privy of Estate between the Surrenderor and Surrendree ; that the Surrenderee have a Higher and greater Estate in the Thing surrendred than the Surrenderor, wherein the Estate of the Surrendror may be drowned ; that he have the Estate in his own Right. &c. *Co. Lit. 338.*

A Surrender in Law is that which is wrought by Operation of Law, as if the Lessee for Life or Years take a new Lease of the same Thing, this is called

a Surrender in Law of the first Lease. And a Surrender in Law is in some Cases of greater Force than a Surrender in Deed; as if a Man makes a Lease for Years, to begin at *Michaelmas* next, this future Interest cannot be surrendered by Deed. But if the Lessee before *Michaelmas* take a new Lease of the same Land, this will be a Surrender in Law of the former Lease. *Perk. Sect. 601.*

If Lessee for 20 Years take a Lease for 10 Years, to begin at *Michaelmas*, the Term for 20 Years is surrendered or determined presently; and the Lessor may enter presently; for by the Lessee's Acceptance the Lessor is adjudged to have Power to make a new Lease. *Cro. El. 522. 2 Roll. 496.*

The Husband may surrender the Wife's Estate in a Lease for Years. *Hob. 204.* But if a Woman, Tenant in Dower, taketh Husband, and he surrenders the Land which he holds for her Life, and in her Right, after his Death she may enter. *Perk. Sect. 112.*

A Surrender may be to a Use, it being a Conveyance tied and charged with the Limitation of a Use. *Cro. Eliz. 688.* and by Agreement of the Parties, a Surrender may be made upon a Condition precedent or subsequent.

Wills.

A *Will* is the Declaration of a Man's Mind and Intention, what he would have done after his Death.

The Common Law calls, that a Will, when Lands and Tenements are devised, and when it concerns Chattels only, it is called a Testament; the Civil Law calls that a Testament where there is an Executor appointed, and when there is none it is called a Codicil. *Co. Lit. 111. Swynb. 24.*

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In a Will of Goods, there must be an Executor named, but of Lands it is otherwise; because an Executor has nothing to do with the Freehold; and when Lands are given, it is called a Devise, and where Goods or Chattels are given, it is called a Legacy. A Devise must be of Lands in Fee-simple or Chattels, for entailed Lands cannot be devised. And if a Man seized in Fee of Lands devises the same in Fee, or for Life, the Devisee shall enter without any Appointment; but in Case of Goods, it must be by Consent of the Executor. *Co. Lit. 111.*

Wills were ordained by the Statute 32 *H. 8.* and by the Statute 29 *Car. 2.* for Prevention of Frauds, all Devises of Lands or Tenements are to be in Writing signed by the Devisor, or some by his express Direction, in the Presence of three or four credible Witnesses; and no Devise in Writing shall be revoked, but by some other Will or Writing, or by cancelling the same by the Testator himself, or by his Directions, &c. Nuncupative Wills (*viz.* by Word of Mouth) are good for the Disposition of Chattels; but if the same exceed the Value of 30 *l.* it must be made in the Presence of three Witnesses, and be proved within six Months, unless committed to Writing, &c.

A Testament written by a Man himself, tho' not signed and sealed, if it can be proved to be his Hand-writing, it may be good; for such Will is said to approve it self. But it must be Written in some Order, and not be a scribbled Paper. If a Man bids another make his Will, and before it is done, he dies, the Will is good for nothing; but if it be drawing up in his Presence, it may be good for the Devises finished: And if an Attorney takes Notes of a Will (before Witnesses) when a Person is in his last Sickness, and before the Will is perfected, such Person dies, the Will made from the Instructions, given by the Testator, may be good, tho' he did not live to sign it. *Plowd. 10.*

This is by the Intent; which in Wills generally shall be observed, because the Testator may be presumed not to have Time to order all Things according to Law; but the Intent must agree with the Law; for it may not direct an Inheritance to descend contrary to the Rules of the Common Law, tho' it may have a different Construction by Law as to other Deeds. *Co. Lit. 25. Plowd. 162.*

A Will has not Force till after the Testator's Death; but then without any further Grant, Livery, &c. it gives and transfers Estates, and alters the Property of Lands and Goods, as effectually as any Deed executed in a Man's Life-time; and hereby Discontinuances may be prevented, Estates in Fee-simple, Fee-tail, for Life, or Years, &c. may be made; but a Devise must be of a Thing and to a Person certain; and a Devise to a Man who shall marry my Daughter, or to a Man and his Wife, is certain enough. *Lit. Sect. 167. Swymb. 293, &c.*

A Devise to a Man, and all of his Blood, passes a Fee-simple; but a Devise to one and his Seed, passes an Estate-tail only. *Co. Lit. 9.* A Devise to a Man *in perpetuum* is a good Devise in Fee (but in a Grant it would be but for Life for want of the Word *Heirs*) *Lit. Sect. 586.* Devise of all a Man's Inheritance, or *totum statum*, carries a Fee-simple. If a Man devises that (*A. B.*) shall be Heir of all his Lands, if the Devisor hath Fee, he shall have Fee; for this Devise carries such Estate to (*A. B.*) as the Devisor had; and where a Man devises, that his Brother shall be Tutor to his Son during his Minority, here the Land follows the Custody. *Mod. Ca. 107. Vaugh. 178. Hob. 175.*

A Man devises Fee-simple to his own Right Heirs, by the Name of Heirs, this is void, and they are in by Discontinuity; but it is otherwise in Case of a Fee-tail. (A Devise of Goods to an Executor is also void, for he shall have the Goods as Executor, not as Devisee)

visee) *Hob. 30. Andr. 1. 22.* A Devise to a Man and his Heirs Male, is an Estate-tail; but such a Gift in any other Conveyance would be a Fee-simple, because it is not said of what Body. *Co.Lit. 27.*

If a Man devise to his Son all his Lands, &c. To hold to him and the Heirs male of his Body for 500 Years, this Devise is but for Years. *10 Rep. 87.* A Devise to one, who is Heir, for Life, the Remainder in Contingency is good; and in all Cases of executory Devises, the Estates descend until the Contingency happens. *Raym. 28. 1 Lutw. 798.*

A Devise to an Infant, *en ventre sa mere* is good by Way of future executory Devise. *Raym. 164.*

A Devise may be to one to the Use of another; and the Use shall be executed. Words in a Will ought to have a favourable Construction; and if they tend to disinherit an Heir, they must be very clear and apparent: The Intention of Wills must be construed by the Words. A Condition in a Will is a Thing odious in Law, and shall not be created without sufficient Words: And in Devises upon Condition, that a Man do not marry any Person, &c. the Condition is unlawful and void. *2 Leon. Mod. Ca. 106, &c.*

A Man can make but one Testament that shall take effect; but he may make as many Codicils as he Will. The last Will, and first Grant, stands in Force; and all Deeds ought to be construed according to the Meaning of the Makers.

T H E

Scrivener's G U I D E.

Articles of Agreement.

An Agreement for the Devision and Inclosure of a Common Field, wherein the Lands of the Owners lie dispersedly.

TO all Christian People, to whom these Presents shall come or may concern, We whose Names are here-under written, and who have signed and sealed these Presents, being Owners and interested of and in divers Parts and Parcels of Land, lying dispersedly in the Common Field, called or known by the Name of *Bushton-Field*, in the Parish of *Cleve-Popper*, and in the County of *Middlesex*, send Greeting. *Whereas* by long Experience it is found, That the Lands and Tenements lying in the Common Field aforesaid, do yield little or no Profit to the Tenants or Occupiers thereof, and that the same are more and more worn out and impoverish'd; and, by Reason of the great Distance of the said Field from our Habitations, and of the ill Ways that lead thereto, that the Lands there cannot be soiled and improv'd without far greater Charges than will be answer'd by the Fruits and Profits thereof, while the same lie open, intermix'd, and not inclos'd: *And whereas* by antient Custom and Courses used in and touching the said Common Field, one half Part thereof (the Lands there being too barren to be

be

be sown every Year without Intermission) do usually lie fallow and untilled every other Year; and such Part of the said Field so not sown, or lying fallow, is usually fed with Sheep, which always are in Danger, and often are rotted by the moisty and watry Condition of the Ground in the said Field; and by Reason of the Intermixture and poor State of the Land there, divers Inconveniences do from Time to Time arise and happen to the Owners, Tenants and Occupiers thereof: For Remedy and Redress whereof, and for encouraging an Improvement of the Lands to be made in the said Field, and for that a general Benefit and Advantage will accrue and arise to all and every of us, who have any Estate and Interest in any Lands lying in the said Common Field, by the contiguous lying together, and Inclosure of such Parts and Portions of the said Common Field, as, by a new Division and Allotment to be made, shall or may to us severally and respectively belong or appertain. *Now these Presents witness,* That it is hereby covenanted, concluded and condescended unto, and fully agreed upon, by and between all and every the Owners, Tenants, and Occupiers of the said Lands, and others, who have or may have any present or future Right or Interest of or in any the Lands or Tenements lying in the said Common Field, whose Names are here-under subscribed, and who have sealed and signed these Presents: And each and every of us doth for himself and his own Part respectively, and for his several Heirs, Executors and Administrators several covenant, grant, and agree to and with each and every other of us whose Names are here under written, and to and with his and their several Heirs, Executors and Administrators, by these Presents, in Manner and Form following, *viz. First,* That an Inclosure and Separation by Metes, Bounds and Fences of the

Lands and Tenements lying in the said Common Field, called *Buiston-Field*, shall be forthwith had and made, and from Time to Time renewed, preserved and continued for ever; and that in Order thereunto, the said Common Field shall be equally and indifferently parted and divided in Manner following, (that is to say) To each and every of us, our Heirs, Executors and Administrators severally, according to our respective Interests, a just, equal and proportionable Part and Share (entire, and lying together) of the said Field, ratably and proportionably, according to the Quantities and Qualities of the Lands there, by each and every of us respectively now held and enjoyed; and that for the more just Execution and Performance of the said now intended Devision, one or more Surveyor or Measurer shall be had and procured for the true Surveying and Measuring of the same Field, as it now lies; and that for and touching the Proportions and Allotments, according to the several and respective Quantities and Qualities of the Lands there, by which we now enjoy the same, there are to be assigned and allotted in such Place and Places of the same Field, as shall be most fit and convenient, Ways and Passages for all Parties concerned, to their respective Inclosures so to be made as aforesaid; which Ways are to be allowed out of the whole Field, according to every one's Proportion of Land there. And for the more easy dividing of the said Field, and final ending and determining of all Differences that may happen to arise concerning the said Devision and Inclosure, and that equal Justice may be done to all therein concerned, in Respect of the Places allotted, and the Quantities or Qualities of the Ground, and the making of Bounds, and in every Thing, so far forth as Things of this Nature are capable of being ordered and determined to the Satisfaction and

and Content all Parties concerned, W E, whose Name are here under written, and each and every of us, and our several and respective Heirs, Executors, Administrators and Assigns, shall and will, from Time to Time, and at all other Times hereafter, stand to and abide, observe, perform, obey, fulfil and keep all and every such Rules, Orders and Directions, Determination and Judgment, as by T. B. of, &c. Gent. &c. shall from Time to Time be had, made and given in Writing, for and in Behalf of him (them) and every and any of us, for touching and concerning the Matters and Things before-mentioned, or any of them. And for the ratifying, settling and confirming of such Allotments, Divisions and Inclosures as aforesaid, and of our several Estates, Rights and Interests in the Parts allotted and assigned, an Order and Decree of the High Court of Chancery shall be had and made, or else Conveyances and Assurances in the Law, from each and every of us, shall be made and executed, if Counsel Learned in the Law shall so advise, and that the Costs and Charges for our common Good and Benefit, touching the Premises, shall from Time to Time be born, sustain'd and paid by all of us ratably and proportionably according to the Quantity and Quality of our respective Lands. Nevertheless each and every of us shall, at his own Cost and Charges, make at first, and from Time to Time repair, cleanse and amend the Bounds and Fences to him and his respective Allotment ordered and assigned to belong. And to the Performance of all and singular the Covenants and Agreements aforesaid, so far as the same are to be performed by us severally, and respectively, each and every of us whose Names are here under subscribed do, and doth severally bind himself, his Heirs, Executors and Administrators, in the Sum of 20*l.* of lawful Money of Great Britain, to be paid unto each and every

the other of us, his Heirs, Executors, and Administrators, upon the Non-performance of any of the Covenants or Agreements aforesaid, which on our several and respective Parts are to be done and performed according to the true Intent and Meaning of these Presents. *In witness, &c.*

*An Agreement of the Tenants of a Manor, about
Ploughing a Common Field.*

K NOW all Men by these Presents, That a Parcel of Pasture-Ground, called or known by the Name of the *Common Down* of *W.* and lying and being in the Parish of *W.* in the County of *S.* is Part or Parcel of the Manor of *D.* in the same County, and doth belong to the several Lands and Tenements in *W.* aforesaid, which are in the several Possessions of us whose Names are here under written, by such Portions and Allotments thereof as were enjoy'd or occupy'd with our said several Lands and Tenements by the respective Owners thereof about 30 Years ago, when the said Down was ploughed and sown with Corn and Grain; and since that Time the said Down hath been used by us in Common for feeding Sheep, by every of us, after the Rate of 50 Sheep for every Yard-Land in, &c. aforesaid, and proportionably for a greater or less Quantity. And it is agreed between us, That from henceforth yearly, so long as the major Part of us shall think fit the said Down shall be ploughed and sown with Corn and Grain, and used and enjoyed for that Purpose separately by us, according to our said former Portions and Allotments to our said respective Lands and Tenements; and every of us shall, in the last Year of sowing the said Down, sow on his several Allotment so much Trefoil-Seed as the major Part of us shall think fit. And it is further agreed between us, That none of us shall per-

permit or suffer any Cattle to depasture or be kept upon the said Down at any Time, in any Year after some Corn shall be sown in the said Down, until all the Corn and Grain there growing shall be cut and mowed, and carried away. And at such Times in the Year when the said Ground shall be convenient for pasturing, then none of us shall depasture or keep there more or other Cattle than according to the Proportion of 35 Sheep for every Yard-Land. And it is further agreed, That every of us, according to the Proportion of his Allotment aforesaid, shall bear and pay the Charge of making and maintaining of such Hedges, as the major Part of us shall think necessary to be made upon the said Down; and shall bear such proportionable Part of all Charges, which the major Part of us shall think fit to expend about the enforcing the due Performance of the mutual Agreements herein contained, and securing the Enjoyment of the aforesaid Portions and Allotments of the said Down. And every one of us by himself doth promise unto every other of us, to perform the Agreement aforesaid, on his part to be performed. In witness, &c.

Note, The two former Precedents are only Declarations of Agreement; and such Declarations of Agreement of numerous Parties seem best to be made by Writing unseal'd, and may be attested thus:

Signed and agreed by A. B. &c. (and so of the rest, as they severally sign) in the Presence of us

[See Tit. Bankrupts, Agreements of Creditors.]

Or it may be by way of Articles, according to the ensuing Forms, viz.

A R-

ARTICLES for the Sale of the Reversion of certain
two Lands, &c. after a Lease for Years
 Articles of Agreement indented, had, made, concluded
 and agreed upon this 10th Day of November, in
 the Second Year of the Reign of our Sovereign Lord,
 George, by the Grace of God, of Great Britain,
 France and Ireland King, Defender of the Faith,
 &c. Annoq; Dom. 1715. Between W. P. of, &c. Esq;
 of the one Part, and Sir G. B. of East Greenwich
 in the County of Kent, Bats. of the other Part; and
 as follows, viz.

In *primis*, The said W. P. for himself, his Heirs,
 Executors and Administrators, and for every
 of them, doth covenant, promise, grant and agree to
 and with the said Sir G. B. his Heirs, Executors, Ad-
 ministrators and Assigns, by these Presents, That the
 said W. P. his Heirs, Executors and Administrators,
 in Consideration of the Sum of 1700 *l.* of lawful
 Money of Great Britain, well and truly to be paid to
 him or them by the said Sir G. B. his Heirs, Execu-
 tors, Administrators or Assigns, shall and will, on
 or before the 12th Day of February now next en-
 suing the Date hereof, grant, sell, release, convey
 and assure to him the said Sir G. B. his Heirs and
 Assigns, or to such other Person or Persons as he
 the said Sir G. B. his Heirs or Assigns, or any of
 them, shall direct, nominate and appoint, by good
 and sufficient Assurances and Conveyances in the
 Law, at the proper Cost and Charges of him the
 said Sir G. B. his Heirs and Assigns, all that Garden-
 Ground now in the Occupation of R. G. Gardiner
 containing by Estimation seven Acres, or there-
 about, be the same more or less; and all that large
 Messuage or Tenement, with the Stables, Out-
 houses, Coach-houses, Yards, Orchards, Gardens

and Appurtenances whatsoever therewith used and enjoyed, now in the Tenure or Occupation of *T. W. Gent.* his Assignee or Assigns; and all that Messuage or Tenements, with the Stables, Out-houses, Court-yards, Yards, Orchards, Gardens and Appurtenances whatsoever therewith used and enjoyed now in the Tenure or Occupation of *Eliz. Rose, Widow*; and all that Messuage or Tenement commonly called or known by the Name of the *Naked-Boy*, with the Stables, Outhouses, Yards, Gardens and Appurtenances whatsoever therewith used and enjoyed, now in the Occupation of *T. E. Vintner*; and all that Piece or Parcel of Ground, with the Rights, Members and Appurtenances thereunto belonging, now in the Tenure or Occupation of *T. S. Cordwainer*, which he holdeth by Lease from the above-named *R. G.* and the Brick, Messuage or Tenement, and all other Buildings thereon built or standing and being; and all and singular the Edifices, Buildings, Gardens, Yards, Ways, Paths, Passages, Easements, Lights, Waters, Water-courses, Liberties, Privileges, Profits, Commodities, Emoluments, Lands, Hereditaments and Appurtenances whatsoever to the said Garden Ground, and all other the above-named Messuages, Lands or Tenements belonging or appertaining, or therewith used, held, occupied or enjoyed; and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premisses, and of every Part and Parcel thereof; and all the Rent and Rents and other yearly Profits whatsoever, that from henceforth shall grow due or payable for the same, or for any Part thereof; and also all the Estate, Right, Title, Interest, Inheritance, Expectancy, Use, Property, Claim and Demand whatsoever of him the said *W. P.* of, in or to the said Premisses, and every or any Part thereof; all and singular which said Premisses are now in Lease to the said

R. G.

R. G. and are situate, standing, lying and being together in the Parish of *East-Greenwich* aforesaid, in the said County of *Kent*, butting and bounding to the Road called *Fryers-Road* on the East; to the Road leading from the said *Fryers-Road* and the *King's House* to *Church-Street*, South; to *Back-Lane*, alias *King's-street*, West; and to a narrow Passage-Way lying betwixt the Garden-Ground, in the Possession of the said R. G. and Lands belonging to the Royal Hospital, and four Houses and a Piece of Garden-Ground of the said *W. P.* on the North, (which said Houses and Ground are Part of the Jointure of *S. Wife* of the said *W. P.* and now in Lease to *E. F. Widow*, and are not intended to be herewith conveyed,) To have and to hold the said Garden-Ground, and other Piece of Ground, and all and every the Messuages or Tenements, and other the Premises hereby intended to be conveyed, with all and every their Appurtenances, unto the said Sir G. B. his Heirs and Assigns for ever, or to such other Person or Persons, as he or they shall direct, nominate and appoint; and shall and will, on the Request, and at the proper Cost and Charges of him the said Sir G. B. his Heirs or Assigns, make and assure an absolute Estate of Inheritance in Fee-simple to the said Sir G. B. his Heirs and Assigns, free from all Incumbrances; (The Indenture of Lease made to the said Sir G. B. of the Premises, under the yearly Rent of Fifty Pounds; which Rent, from the making of the aforesaid Conveyances, is to be due and payable to the said Sir G. B. his Heirs and Assigns; and the Rents and Services that shall from thenceforth grow due and payable to the chief Lord or Lords of the Fee or Fees of the Premises, in Respect of his or their Scigniority or Seigniories, only excepted and forepriz'd:) And the said *W. P.* for himself, his Heirs, Executors and Administrators, doth farther covenant,

nant, promise and agree to and with the said Sir G. B. his Heirs and Assigns, That he the said W. P. his Heirs, Executors and Administrators, or some of them, shall and will, on such Request, and at such Costs and Charges as aforesaid, give, grant and deliver unto him the said Sir G. B. his Heirs, Executors, Administrators or Assigns, all and every the Deeds, Writings, Counterparts of Leases and Evidences whatsoever, relating and belonging to the said Premises, or any Part thereof; and make, do and suffer all and every such other Conveyances and Assurances in the Law, by Fine and Recovery, or otherwise, as unto the said Sir G. B. his Heirs and Assigns, or to such other Person or Persons as he or they shall appoint, and by Counsel Learned in the Law shall be reasonably devised, advised and required. *And lastly* the said Sir G. B. for himself, his Heirs and Assigns, doth covenant, promise and agree to and with the said W. P. his Heirs, Executors and Administrators, That he the said Sir G. B. his Heirs and Assigns, for and as a Consideration for the aforesaid Premises, shall and will well and truly pay or cause to be paid unto the said W. P. his Heirs or Assigns, the said Sum of One Thousand and seven hundred Pounds of lawful Money of Great Britain, at or before the Sealing, Making and Delivery of the first Deed of Conveyance and Assurance of the Premises, to be made according to the Agreements above-mentioned. *In witness* whereof, the Parties above-named to these present Articles their Hands and Seals have interchangeably set, the Day and Year first above-written.

Sealed and delivered in
the Presence of.

Articles upon the Purchase of Lands in Fee-simple.

Articles of Agreement, indented, made, concluded and agreed unto upon the 10th Day of December, &c. Between W. C. of London, Gent. of the one Part, and T. C. of, &c. of the other Part, viz.

IMprimis, The said *W. C.* for the Consideration of 50 *l.* to him by the said *T. C.* before the sealing hereof, well and truly in hand paid, and 930 *l.* more to be paid as is after herein mentioned, for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant, to and with the said *T. C.* his Executors, Administrators and Assigns, and every of them, by these Presents, That he the said *W. C.* his Heirs, Executors, Administrators and Assigns, shall and will, at the proper Costs and Charges in the Law of the said *T. C.* his Heirs and Assigns, on or before the 10th Day of *March* next ensuing the Date hereof, make, seal, deliver, do, execute and acknowledge all and every such Act and Acts, Deed and Deeds, Fine and Fines, Assurances or other Conveyances in the Law whatsoever, as he the said *T. C.* his Heirs, Executors or Assigns, or his or their Counsel learned in the Law shall reasonably devise, advise or require, for the sure conveying, settling and assuring unto the said *T. C.* his Heirs, Executors, Administrators and Assigns, all those Lands, [*here insert the Particulars.*] now in the Occupation of *C. D.* or his Assigns: In Consideration whereof he the said *T. C.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *W. C.* his Heirs, Executors, Administrators and Assigns by these Presents, That he the said *T. C.* his, &c. or some of them, shall and will, well and truly satisfy, content and pay, or cause

cause to be satisfied, contented and paid unto the said *W. C.* his Heirs, Executors, Administrators and Assigns, the aforesaid 935 *l.* immediately after he the said *W. C.* his Heirs or Assigns, shall have levied and acknowledged a Fine of the Premises aforesaid, to the sole and proper Use of the said *T. C.* his Heirs and Assigns for ever.

Item, It is agreed between the said Parties to these Presents, That all Assurances and Conveyances, and any and all Fine and Fines hereafter to be had, levied and acknowledged of the Premises before-mentioned, shall be and enure, and shall be deemed and taken to be and enure to the only proper Use, Benefit and Behoof of him the said *T. C.* his Heirs and Assigns for ever, and to no other Use, Intent or Purpose whatsoever.

Lastly, It is agreed, That if the said *W. C.* doth not travel in Person to *London* or *Westminster*, to levy and acknowledge such Fine for the sure settling of the Premises unto the said *T. C.* then he the said *W. C.* his Executors, Administrators or Assigns, shall pay and allow unto the said *T. C.* his Heirs or Assigns, at the acknowledging of such Fine, the Sum of 12 *s.* and 1 *d.* for and toward his Charges in procuring a Writ of *Dedimus potestatem*, to enable him the said *W. C.* to acknowledge the said Fine in the Country. *In witness, &c.*

Articles for the Sale of Lands.

Articles of Agreement indented, &c. Between *A. B.* of, &c. Esq; of the one Part, and *C. D.* of, &c. Gent. of the other Part.

I*mprimis,* Whereas the said *A. B.* is and standeth seized in his Demesne as of Fee-simple (or Fee-Tail) of and in, *All that, &c.* [Here insert the Particulars.] situate, lying and being in the Parish of *L.* in the County

County of *M.* and now in the Tenure or Occupation of *J. W.* or of his Assignee or Assigns, Under-Tenant or Under-Tenants. Now it is hereby covenanted, concluded and agreed upon by and between the said Parties to these Presents, That for and in Consideration of the Sum of 200 *l.* of good and lawful Money of this Realm, to be paid in such Manner as hereafter in these Presents is limited, expressed, declared and appointed, He the said *A. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *C. D.* his Heirs, Executors, Administrators and Assigns by these Presents, in Manner and Form following, that is to say, That he the said *A. B.* and all and every other Person and Persons whatsoever, claiming or to claim any Right, Title or Interest, under him or any other Person or Persons whatsoever, of, in, or to the said (Manors) Messuages, Lands and Premisses, &c. shall and will, on or before the 24th Day of *July* now next ensuing, at the proper Costs and Charges in the Law of him the said *A. B.* his Heirs or Assigns (except the Charge of the Counsel) well, truly and sufficiently in the Law convey and assure, or cause and procure to be conveyed and assured, to the said *C. D.* his Heirs or Assigns, or to such other Person or Persons as he or they shall constitute, elect, nominate, ordain or appoint, all the said Premisses, with the Appurtenances, by such Deed or Deeds, Conveyances and Assurances, Fine or Fines, Recovery or Recoveries, or any other Conveyances and Assurances as shall be by Counsel advised or devised, free and clear, and freely and clearly acquitted, exonerated and discharged from all Charges, Incumbrances and Demands whatsoever (the Lords Rent from hence to grow due and payable only excepted and fore-prized.) *In Consideration of all which said Covenants and Agree-*

ments to be well and truly done and performed, He the said *C. D.* for himself, his Heirs, Executors Administrators and Assigns, doth covenant, promise and grant to and with the said *A. B.* his Heirs, Executors, Administrators and Assigns by these Presents, That he the said *C. D.* his Heirs, Executors, Administrators and Assigns, shall and will, well and truly pay, or cause to be paid unto the said *A. B.* his Executors, Administrators or Assigns, the said Sum of 200 *l.* on the said 23^d of *July* now next ensuing. And for the true Performance of all and every the Covenants and Agreements aforesaid, each of the said Parties to these Presents bindeth himself, his Heirs, Executors, Administrators and Assigns, unto the other Party, his Executors, Administrators and Assigns, in the penal Sum of 400 *l.* &c. In witness, &c.

Articles for dividing the Rent, and avoiding Survivorship, between Joint-Tenants of Lease-Lands.

Articles, &c. Between J. F. of, &c. of the one Part, and R. C. of the other Part, viz.

I*mprimis*, Whereas *J. V.* of, &c. by his Indenture of Lease, bearing Date, &c. for the Consideration therein mentioned, did demise, grant and to farm let unto *A. V.* of, &c. all that Messuage, &c. with the Appurtenances, situate, lying and being in, &c. To have and to hold the said Messuage, &c. unto the said *A. V.* his Executors, Administrators and Assigns, from the Feast of *St. Michael* then last past, unto the full End and Term of seven Years from thence next ensuing, fully to be compleat and ended, yielding and paying therefore the Sum of 20 *l.* of lawful Money of *Great Britain*, as in and by the said recited Lease it doth more at large appear. And whereas the said *A. V.* by his Indenture of Lease, bearing

F

Date,

Date, &c. for the Consideration therein mentioned, did demise, grant and to farm let unto *F. J.* of, &c. two Chambers and a Cellar, being part of the *Misfuage* or Tenement wherein the said *A. V.* did then live, with all Conveniences and Appurtenances to the said Chambers and Cellar belonging; To have and to hold the said two Chambers and Cellar unto the said *F. J.* his Executors, Administrators and Assigns, from the Day of the Date of the last mentioned Indenture of Lease, unto the full End and Term of five Years from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly and every Year during the said Term, the Sum of 8 *l.* of lawful Money of *Great Britain*, as in and by the said last recited Lease it doth more at large appear. And whereas the Estate, Right, Title, Interest and Term of Years to come of him the said *J. V.* of, in and to the above-recited Premises, and every Part thereof, is lawfully come to and vested in the above-named *J. F.* and *R. C.* by Force and Virtue of one Indenture of Assignment, bearing Date, &c. made by the said *J. V.* unto the said *J. F.* and *R. C.* as in and by the said Indenture of Assignment it doth more at large appear. And whereas also the said *J. F.* and *R. C.* by their Indenture of Lease, bearing Date the, &c. for the Consideration therein mentioned, did demise, grant and to farm let unto *D. C.* of, &c. one Chamber and a Shop, being part of the Premises first above-recited; To have and to hold the said Chamber and Shop, with the Appurtenances, unto the said *D. C.* his Executors, Administrators and Assigns, from, &c. next ensuing the said last mentioned Indenture and Lease, until the full End and Term of three Years from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly and every Year, the Sum of 14 *l.* of lawful Money of *Great Britain*, as in and by the said last recited Indenture of Lease it doth more

more fully appear. Now it is covenanted, concluded and agreed, by and between the said Parties to these Presents; and the true Intent and Meaning of either of them is, That forasmuch as either of them, the Parties above-named, have dispersed and paid equally their Shares of Money towards and for the purchasing of the Premises before-mentioned, that the several aforesaid Rents of Twenty Pounds, Eight Pounds and Fourteen Pounds, in and by the said several recited Leases reserved, shall be equally divided and shared between the said Parties to these Presents. And if either of the said Parties to these Presents shall happen to die before the End and Expiration of the Term and Terms of Years in the said several Indentures of Lease before recited contained, that then, and from thenceforth it shall and may be lawful to and for the Executors, Administrators and Assigns of the Party deceased, to have occupy, receive, take and enjoy the full and entire Moiety or Half-part of all the Rents, Issues and Profits of all and singular the before-recited Premises, with the Appurtenances, in as large and ample Manner and Form, to all Intents and Purposes as the Party so dying should or ought to have done, if he were then living, any Restraint, Provision or Statute to the contrary notwithstanding, and that neither of the said Parties, nor the Executors, Administrators or Assigns of them, or either of them, shall or will, at any Time hereafter take, demand or receive any of the Rents above-reserved, or make or give any Discharge or Acquittance of or for the same, or any Part thereof, without the Assent and Privity of the other Party, his Executors, Administrators or Assigns first had and given under their Hand.

Item, It is farther covenanted, concluded and agreed unto by and between the said Parties to these Presents, That neither of the said Parties, nor the Executors, Administrators or Assigns of them, or of

Either of them, shall or will at any Time or Times hereafter, grant, bargain, sell, assign, surrender or convey his or their Estate or Estates, Right, Title, Interest, Term or Terms of Years to come of, in or to all or any Part of the before-recited Premises, to any Person or Persons whatsoever, without the Knowledge, Consent or Refusal of the other Party first had, or of his Executors, Administrators or Assigns, he or they paying as much as any other shall and will give and pay for the same.

Lastly, It is covenanted, concluded and fully agreed upon, by and between the said Parties to these Presents, That all and every the said Deeds and Writings before-recited, shall be and enure, and be reputed, deemed and taken to be and enure to the joint Use and Uses, Benefit and Commodity of both the said Parties; their Executors, Administrators, or Assigns, and to no other Use, Intent or Purpose whatsoever: And that the Party so keeping the said Writings, his Executors, Administrators, or Assigns, shall and will, upon the reasonable Request of the other Party, his Executors, Administrators or Assigns, at all Times hereafter produce and bring forth all and every, or so many of the same Writings as shall be required, either for the Maintenance of their Title to the Premises, or for the selling and conveying of his and their Estate and Interest, of and in the Moiety of all or any Part of the said recited Premises. *In witness, &c.*

Articles for building a new House, and taking down the old one.

Articles, &c. Between J. F. and R. C. viz.

I*mprimis,* The said R. C. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said J. F. his
Execu-

Executors, Administrators and Assigns by these Presents, in Manner and Form following, that is to say; That he the said R. C. his Executors, Administrators and Assigns, or some of them, for the Consideration hereafter mentioned, shall and will forthwith take down the now Dwelling-house of the said J. F. situate, &c. and in the Room thereof shall make, erect, build and set up one new Tenement or Dwelling-house, to be 40 Foot wide and 50 Foot long, together with a Cellar of the same Length and Breadth, and shall also make four Rooms on each Floor, and shall find and provide at his own proper Costs and Charges, all and all Manner of Tiles, Bricks, Laths, Nails, Lead, Iron, Sand and Lime, and all other Materials whatsoever, which shall be fit and necessary to be used in or about the said Building, and shall carry away all Rubbish whatsoever, which shall arise by Reason of the said Building; and shall and will, in all Things well and Workman-like erect, set up and finish the said Building at or before the 10th Day of *March*, next ensuing the Date hereof.

In Consideration of which said Building, so to be done and finished, in Manner and Form aforesaid, the said J. H. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. C. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, that is to say; That the said J. F. his Executors, Administrators and Assigns, or some of them, shall and will, well and truly pay, or cause to be paid, unto the said R. C. his Executors, Administrators or Assigns, the Sum of 250*l.* of lawful Money of *England*, at three several Payments, in Manner and Form following, that is to say; Fifty Pounds thereof in Hand, at and before the enfealing and delivery hereof, the Receipt whereof the said R. C. doth hereby acknowledge, and thereof

doth acquit and discharge the said J. F. his Executors, Administrators and Assigns by these Presents, One hundred Pounds more when the Roof of the said Building is framed and tiled, and One hundred Pounds more Residue, in full Payment of the said Sum of Two hundred and fifty Pounds, when the whole Building is fully compleated and finished. In witness, &c.

Articles between a Merchant and his Apprentice's Father, &c.

Articles, &c. Between J. F. and R. C. and D. C. viz.

W Hereas the said J. F. the Day the Date hereof, in Consideration of the Affection which he the said J. F. beareth to the said R. C. is contented and agreed to take the said R. C. to be his Servant in merchandizing Affairs, and accordingly to employ him therein, as well in Parts beyond the Seas, as in the Kingdom of Great Britain, where the said J. F. shall or may hereafter, or now hath Trading and Dealings, for the Space of seven Years, to commence from the Day of the Date of these Presents. And hereupon the said D. C. Father to the said R. C. doth covenant and grant for himself, his Executors, Administrators and Assigns, to and with the said J. F. his Executors, Administrators and Assigns, That he the said R. C. his Son shall, during the said Term, (if he so long live) well, diligently and faithfully, to the utmost of his Power and Skill, serve him the said J. F. in his Trade of Merchandizing, and other his Affairs, in such Place and Places as be the said J. F. shall think fit to appoint: And that he the said R. C. at all Times hereafter, during the said Term, shall receive and take into his Charge and Custody all such Goods and Merchandizes whatsoever, as by or for the Use or Account

count of the said J. F. shall be consigned or sent to him the said R. C. and also sell, utter and dispose of the same Goods and Merchandizes to the best Profit he can for the said J. F. his Executors, Administrators or Assigns; and shall also at all Times during the said Term, follow and perform the Advice, Direction and Orders of him the said J. F. which shall by Letters or otherwise be sent, given or made known to him the said R. C. about or concerning the Factory or Merchandizing aforesaid; and also, that he the said R. C. shall at the Charges of the said J. F. his, &c. provide and keep in due order Books of Accompt, concerning his said Employment as aforesaid, according to the Custom of Merchants in such Cases; and shall deal justly, truly and faithfully, to and with the said J. F. his, &c. in all and every his Accompts, Reckonings, Bargains and Dealings, relating to and concerning his said Employment: and shall constantly once in six Months, during the Term aforesaid, transmit and send unto the said J. F. his, &c. true Accounts of all the Businesses and Dealings of the said R. C. in the Premises, and shall also send Letters of Advice to the said J. F. his, &c. as often as conveniently he can, of such Matters and Occurrences wherewith it shall be proper and expedient, that the said J. F. his, &c. be acquainted: And shall also return and come into *England*, and bring all his Books of Accompts with him, whenever he shall be required so to do by the said J. F. his, &c. And that the said R. C. shall from Time to Time, upon reasonable Request made, shew forth all his Books of Accompts concerning all his Dealings, as aforesaid, and make and give unto the said J. F. his, &c. a just, true and perfect Accompt in Writing, of, for and concerning all and every such Goods, Wares, Money, Debts and Merchandizes whatsoever, as well of the said J. F. for his own proper Use, as jointly with

any other, which shall hereafter come to the Hands, Charge or Factory of him the said R. C. or for which he the said R. C. should or ought to be accountable unto the said J. F. his Executors, Administrators or Assigns. And moreover, That he the said R. C. shall within one Month next after such Accompt made and given in, well and truly satisfy, pay and deliver unto the said J. F. his Executors, Administrators or Assigns, all and every such Wares, Money, Goods, Debts and Merchandizes, and other Things whatsoever, as by or upon the Foot of the said Accompt shall appear to be, and be found due unto him the said J. F. his Executors, Administrators or Assigns, by or from the said R. C.

Note, Bonds must be given for Performance.

Articles of Agreement between a Country Trader, and a London Factor.

Articles of Agreement made, indented, concluded and agreed upon, the, &c. Between R. C. of, &c. and J. F. of, &c.

WHereas the said R. C. hath contracted and agreed with the said J. F. to employ him as a Factor in London for him the said R. C. for the vending, selling and uttering of all such Wares and Merchandizes as he the said R. C. shall consign and send unto the said J. F. in his now Dwelling-house in Clement's Lane, for and during the Term and Space of four Years, to commence from the Day of the Date of these Presents.

Whereupon it is covenanted, granted, concluded and agreed by and between the said R. C. and J. F. and they the said R. C. and J. F. for themselves, their Executors and Administrators, do covenant and grant to and with each other reciprocally, and

either of their Executors and Administrators, in Manner and Form following :

Imprimis, That he the said J. F. shall and will accept and take into his Trust, Charge and Custody, all such Wares and Merchandizes as he the said R. C. shall send and consign to him the said J. F. And also shall do his best Endeavour to vend and sell the same for the best Profit and Advantage of the said R. C. for and during the said Term of four Years, to commence from the Day of the Date of these Presents, as aforesaid.

Item, That he the said J. F. shall so keep, or cause to be kept, just and true Books of Accompt in Writing, of all such Wares and Merchandizes as the said R. C. shall from Time to Time, during the said Term, consign unto the said J. F. and shall come into his Charge and Custody, that is to say ; to whom, and at what Price, and when they shall be sold and vended by him the said J. F. And shall also make true Payment and Delivery unto the said R. C. his Executors, Administrators or Assigns, of all such Moneys, Specialties and other Things as shall come to the Hands of, and be received by the said J. F. for the said Wares and Merchandizes, during the Term aforesaid, together with all such Wares and Merchandizes as shall remain unfold in the Custody of the said J. F. at the Expiration of the said Term.

Item, That he the said J. F. shall be true and faithful unto the said R. C. in the selling and vending of all Wares and Merchandizes of the said R. C. during the said Term, and not defraud or cheat the said R. C. wilfully, or with his Knowledge in the Premisses ; but shall endeavour to vend the said Kerseys to able Men, for the best Prices, or soonest Day or Time of Payment he can.

Item, That he the said J. F. shall not, during the said four Years, deal or trade as Factor for any other

other Person or Persons, for the buying or selling of any Wares or Merchandizes whatsoever, save only for him the R. C. as aforesaid.

Item, The said R. C. for and in Consideration of the said Factorship, doth covenant and agree, for himself, his Executors and Administrators, to pay unto the said J. F. his Executors or Administrators, the Sum of 30 l. per Ann. of lawful Money of Great Britain. In witness.

Articles of Agreement entered into between an Attorney at Law and his Clerk, for serving a Clerkship.

Articles of Agreement indented, made, concluded and agreed upon the Day of, &c. Between A. B. of, &c. Attorney at Law of the one Part, and C. D. of, &c. Gent. of the other Part.

WHereas the said C. D. hath placed T. D. his Son unto the said A. B. as a Clerk with him to dwell for the Space of 5 Years, to be accounted from the Date hereof, and hath paid with him therefore 100 l. Now it is covenanted and agreed in Manner following (that is to say.)

Imprimis. The said C. D. doth covenant with the said A. B. that the said T. D. his Son shall faithfully serve him the said A. B. as his Clerk, without imbezilling or mispending any of the Estate, Money, Goods, Writings or Chattels of him the said A. B. or any of his Clients; which shall be received by the said T. D. or committed to his Care or Charge. and that he shall not at any Time or Times absent himself from his said Master's Service, without his Consent, or directly or indirectly disclose or make known any Secrets either of his said Master or his Clients, to their or either of their Damage or Prejudice

judice ; but shall in all Things behave himself as a true and faithful Servant or Clerk ought to do.

Item, It is covenanted, that the said C. D. shall and will from Time to Time, during the said Term, find and provide the said T. D. his Son, with all Manner of Cloaths and Apparel, both Linen and Wollen.

Item, The said A. B. for the Considerations aforesaid, doth covenant with the said C. D. that he the said A. B. shall and will during the said Term, inform and Instruct the said T. D. in the Profession of the Law, and Business of an Attorney of the Court of King's Bench, in the best Manner that he can, so that the said T. D. may be qualified to Practice in the said Court, or otherwise, as he shall think fit.

Item, It is covenanted, that the said A. B. shall during the said Term, find and provide for the said T. D. sufficient Meat, Drink, Washing and Lodging. And pay him 20 s. a Term towards his Expences in finding himself with Cloaths. *In witness, &c.*

N. B. To these Articles sometimes it is added, that the Attorney shall at the End of the Term procure his Clerk to be admitted one of the entering Clerks, &c. and that in Case the Master or Clerk dye during the three first Years of the Term, Part of the Money given to be returned.

An

Articles between a Sheriff of a County and an Under-Sheriff.

Articles of Agreement indented, made, &c. Between A. B. of, &c. Esq; High-Sheriff of the County of, &c. of the one Part, and C. D. of, &c. of the other Part; as followeth, viz.

I*mprimis*, The said *A. B.* doth by these Presents nominate and appoint the said *C. D.* unto the Office and Place of Under-Sheriff of the said County of, &c. To hold, exercise and enjoy the said Office of Under-Sheriff, with the Fees, Profits and Perquisites to the said Office lawfully incident and appertaining, during all the Time that the said *A. B.* shall continue and be High-Sheriff of the County of, &c. aforesaid.

Item, The said *A. B.* doth hereby covenant, promise, grant and agree to and with the said *C. D.* that it shall and may be lawful to and for the said *C. D.* To hold, exercise and enjoy the said Office of Under-Sheriff during such Time as he the said *A. B.* shall continue and be High-Sheriff of the said County, and also, that he the said *C. D.* shall nominate and appoint all such Clerks, Officers Bailiffs, Ministers and Goalers which are necessary to be nominated and appointed for the due Execution of the said Office of Sheriff, and to take Bonds or other Securities of the said Officers, Ministers and Gaolers by him appointed and chosen in the Name of the said *A. B.* with Conditions to be therein contained for the true and faithful discharging their several Offices, Charges and Places; which Bonds and Securities the said *A. B.* his Executors and Administrators, shall not at any Time discharge or release without the Consent of the said *C. D.* his Executors, Administrators or Assigns, unless

less compelled by the Order or Decree of some Court of Law or Equity, but shall and will at the Costs and Charges in the Law of the said C. D. justify and avow all such Suits and Actions as shall be lawfully commenced and prosecuted upon any of them against the said Parties, their Heirs, Executors or Administrators.

Item, The said C. D. in Consideration of the Premises, doth for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree to and with the said A. B. his Executors and Administrators by these Presents, that he the said C. D. his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said A. B. his Heirs, Executors and Administrators, and every of them, and his and their and every of their Goods and Chattels, Lands and Tenements, of and from all Actions and Suits touching or concerning the said several Offices, Charges and Places before in these Presents mentioned or intended to be mentioned, and all other Things that may and shall happen for or by Reason of any of the said Actions or Suits whatsoever.

Item, The said C. D. doth for himself, his Heirs, Executors and Administrators, further covenant, promise and grant to and with the said A. B. his Heirs, Executors and Administrators, that he the said C. D. shall and will from Time to Time, and at all Times hereafter cause or procure to be well and truly executed, and due Execution to be made of all Manner of Writs, Mandates, Processes, Warrants and other Precepts whatsoever directed to the said High-Sheriff within the County of, &c. And shall and will likewise cause the same, and every of them to be truly and justly returned into the several Courts and Places from whence they shall respectively issue, and where they shall and ought to be

returnable. And that he the said *C. D.* his Heirs, Executors and Administrators shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said *A. B.* his Heirs, Executors and Administrators, and his and their Goods and Chattels, Lands and Tenements of and from all Manner of Fines, Amerciements, Actions, Damages and Losses whatsoever, which shall or may happen, arise or be set, imposed, levied, prosecuted or commenced at any Time or Times hereafter, upon or against the said *A. B.* his Heirs, Executors or Administrators, or any of them, or his, or their, or any of their Goods or Chattels, Lands or Tenements for not executing, misexecuting, false or untrue returning of the said Writs, Processess, Mandates, Precepts and Warrants aforesaid, or any of them, which shall come to the Hands of the said *C. D.* or of any other of the said Clerks, Deputies, Ministers and Officers or any other Person or Persons whatsoever, so as aforesaid to be nominated and appointed by the said *C. D.* *and also* *Item,* the said *C. D.* for himself, his Heirs, Executors and Administrators doth also covenant, promise and grant to and with the said *A. B.* his Heirs, Executors and Administrators, that he the said *C. D.* shall and will from Time to Time, and at all Times hereafter collect, levy and pay or cause to be collected and paid unto the several and respective Offices and Places, where the same ought to be paid to the Use of the King's Majesty, his Heirs and Successors, all such usual and annual Profits, Viscountails, and all other Dues, Duties and Payments whatsoever, by what Names or Titles soever they are called or known, which during the said *A. B.*'s Sheriffsalty are or shall become due or payable. And likewise shall from Time to Time, and at all Times hereafter truly and justly collect and levy, or do his utmost Endeavour to levy or collect all such Debts

Debts, Sum and Sums of Money, and all other Dues whatsoever, to the Use of the King, his Heirs and Successors, for which he or any other Officer or Officers, to be appointed by him as aforesaid, shall have any Writ or Writs, Process, Warrants, Mandates or Extents out of any of the Courts at *Westminster*, the Court of Quarter-Sessions, &c. or elsewhere, legally issuing. And also shall and will from Time to Time, well and truly pay so much thereof as he or any of the said Bailiff's Officers or Ministers of the said High-Sheriff so as aforesaid, to be appointed by the said C. D. can or may receive unto such Place, and at such Times, as by the said Writ or Writs, Warrants, Processes, &c. shall be respectively limited and appointed. And if any Fines, Amerciaments and other Damage or Loss shall be set, charged or imposed upon the said A. B. for or by Reason of any Neglect, Default or Miscarriage touching or concerning the Premises in this present Article mentioned, then, and in such Case, he the said C. D. his Heirs, Executors and Administrators shall and will from Time to Time, and at all Times hereafter, thereof and therefrom save harmless and keep indemnified the said A. B. his Heirs, Executors and Administrators, and every of them, and his and their and every of their Goods and Chattels, Lands and Tenements of, from, touching and concerning the same and every Part thereof.

Item, The said C. D. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said A. B. his Executors and Administrators by these Presents, that he the said C. D. his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times, save harmless and keep indemnified the said A. B. his Heirs, Executors and Administrators, and every of them, and his and their and every of their Goods, Chattels, Lands and Tenements, of and from all and all

Manner of Actions of Escape, Suit and Suits, Damages and Losses whatsoever, which shall or may happen thereupon, and which shall or may at any Time or Times hereafter be commenced or prosecuted against the said *A. B.* his Heirs, Executors or Administrators, or any of them, or his or their, or any of their Goods or Chattels, Lands or Tenements, for any Matter, Cause or Thing whatsoever, for, touching or concerning the said Office of Sheriff. And also for and concerning the Escape and Escapes of any Prisoner or Prisoners out of the Common Gaol of the said County of, &c. after they shall be delivered there, or out of the Custody of the said High-Sheriff of the County, and all and every other Action and Actions, Suit and Suits for any Matter, Cause or Thing whatsoever, by or through the Means, Neglect, or other Default of the Gaoler, or any of his Under or other Officers concerning the Gaol, or the said Under-Sheriff, or any Bailiff or other Officer by the said *C. D.* to be appointed as aforesaid.

Item, The said *C. D.* for himself, his Heirs, Executors and Administrators, doth further covenant, promise, grant and agree to and with the said *A. B.* his Executors and Administrators, That whenever he the said *C. D.* or any Bailiff or Bailiffs, Officer or Officers, or any other Person or Persons whatsoever nominated or authorized by him within the said County of, &c. shall levy, take and distrain or seize any Person or Persons, Money, Goods, Chattels, Lands or Tenements, upon or by Vertue of any Execution or other Process, Writ or Writs whatsoever, to the Use of the King's Majesty, his Heirs or Successors, or any other Person or Persons whatsoever, that then he the said *C. D.* his Heirs, Executors and Administrators, shall and will well and truly pay and answer the same according to the

Effect

Effect of such Execution, Process, Writ or Writs, as he or any of his Officers, Ministers or Persons aforesaid shall receive in that Behalf, and shall and will save harmless and indemnified the said *A. B.* his Heirs, Executors and Administrators, and every of them, and his and their and every of their Goods and Chattels, Lands and Tenements of and from the same. And also, that he the said *C. D.* at his own proper Costs and Charges, shall and will from Time to Time, and at all Times hereafter, pay and discharge all Fees, Fines, Charges and Expences whatsoever, in all Courts and Places which are or shall be charged on the High-Sheriff, or usually paid by the High-Sheriff for the Time being, so as the said Fine or Fines be charged or imposed upon the said High-Sheriff by the Default or Miscarriage of the said *C. D.* or any other Officer or Officers, or other Person or Persons whatsoever by him the said *C. D.* nominated and appointed as aforesaid.

Item, The said *C. D.* doth also for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree to and with the said *A. B.* his Executors and Administrators by these Presents, that he the said *C. D.* shall and will from Time to Time, and at all Times hereafter during the Time the said *A. B.* shall continue and be High-Sheriff of the said County of, &c. personally repair unto the said *A. B.* upon reasonable Summons, and give his Attendance on the said *A. B.* upon any Riot, Insurrection or Rebellion, which shall or may happen; and shall and will likewise at all Times, during the Time the said *A. B.* shall continue Sheriff, obey and keep the Order and Determination of the said *A. B.* touching any Abuse, Complaint and Misdemeanor which may be done or committed concerning the said Office of Sherifalty aforesaid; and the said *C. D.* doth also for himself, his Heirs, &c. covenant and grant to and with the said *A. B.* his, &c. that he the said *C. D.*

his Heirs, Executors or Administrators shall and will from Time to Time, and at all Times hereafter, at his and their own proper Costs and Charges pass the said High-Sheriff's Accompts in his Majesty's Audit for, &c. (or being allowed the Sum of, &c.) and in all Courts and other Places where the same ought to be done, and shall and will procure at his and their own proper Costs and Charges, to and for the said *A. B.* a sufficient and legal *Quietus* or Discharge of, for and concerning the said Office of Sheriffalty aforesaid, and deliver the same unto the said *A. B.* or his Assignes within one Year next after the End of the said Office. *In Witness, &c.*

Articles concerning a Hop-Ground and the Hops growing thereon.

Articles, &c. Between J. B. of, &c. of the one Part; and J. S. of, &c. and T. P. of, &c. of the other Part.

I*mprimis*, The said *J. B.* in Consideration of the Sum of, &c. of lawful Money of this Realm, whereof one Pound, as Part thereof, is now at the Sealing hereof in hand paid, and the Residue thereof agreed to be paid in such Manner as is herein after mentioned and declared by the said *J. S.* and *T. P.* hath granted, bargained and sold, and by these Presents doth, &c. unto the said *J. S.* and *T. P.* all such and so many Hops as shall and may in this present Year 1715, be growing and arising of and from all and every the Pieces and Parcels of Hop-Grounds or Lands of the said *J. B.* which he now manureth and useth for Hop-Ground or Hop-Land, containing by Estimation 18 Acres, whether the same be more or less, situate, lying and being in the Parish of *B.* aforesaid.

Item, It is hereby agreed, by and between the said Parties to these Presents, That the said *J. B.* his Executors, Administrators and Assigns, shall and will,

will, according to the Custom of the Country, on reasonable Notice of Pickers of Hops, pick, dry and bag the Hops so sold as aforesaid to them the said J. S. and T. P. And also that the said J. B. shall and will, on reasonable Notice after the same Hops shall be so bagged as aforesaid, deliver, or cause to be delivered to the said J. S. and T. P. or to one of them, or either or one of their Assigns, all the aforesaid Hops so sold as aforesaid to the said J. S. and T. P. at the Oust-house of the said J. B. situate in B. aforesaid. And in Consideration of the Covenants and Agreements aforesaid, they the said J. S. and T. P. do for themselves, their Heirs, Executors, Administrators and Assigns, and every of them, covenant, promise, grant and agree to and with the said J. B. his Executors, Administrators and Assigns by these Presents, That they the said J. S. and T. P. their Heirs, Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid, unto the said J. B. his Executors, Administrators or Assigns, the said Sum of 319 l. of, &c. at or upon the Day of, &c. now next ensuing the Date hereof, without Fraud or further Delay. And for the true Performance of all and every the Covenants and Agreements aforesaid, each of the said Parties bindeth himself unto the other in the penal Sum of 640 l. of, &c. In witness, &c.

N. B. All the Parties mutually sign, &c.

Articles of Agreement between Creditors, and the Widow of a Debtor, concerning Administration and paying Debts.

Articles of Agreement Tripartite, indented, made the, &c. Between the Creditors of R. C. late of, &c. deceased, whose Names, together with the Debts severally to them owing, are specified in a Schedule to these Presents annexed) on the first Part, C. R. of, &c. Creditor also of the said R. C. of the second Part, and J. C. of, &c. Widow of the said R. C. of the third Part, viz.

I*mprimis,* The said Creditors, and every of them, have agreed, and by these Presents do agree with the said C. R. and J. C. That the said C. R. shall and may have and take the Administration of all the Goods and Chattels which were of the said R. C. deceased, according to the Laws of this Realm, to dispose and administer the same according to the Tenor of these present Articles, and not otherwise.

Item, That in Consideration of such Pains as the said R. C. shall take and be at in and about the said Administration, the said C. R. upon his true and reasonable Accompt thereof made before such Auditors as the said Creditors, or the greater Part of them, shall assign to take the said Accompt, shall have Allowance of all his reasonable Costs and Charges, as well in Suits of Law as otherwise, by him to be expended about the said Administration; and also that the said C. R. at every Dividend-making shall and may retain for and towards his own Debt, owing by the said J. C. so much as shall be an equal Portion with what he shall divide and pay to the other Creditors, according to the Quantity of their several and respective Debts.

Item,

Item, That the said C. R. shall, before any Dividend made, pay, or cause to be paid, unto the said J. C. for Satisfaction of her Title of Dower in the late Mansion-house of the said R. C. situate, &c. the Sum of 50 l. of lawful Money of Great Britain, or shall deliver unto her so much of her said late Husband's Goods as shall amount to that Value, according to a reasonable Estimation; and likewise for the Funeral Charges of the said R. C. 15 l. of, &c. and also shall deliver unto her the said J. C. to her own Use, or suffer her to detain and keep to her own Use and Behoof, all her Apparel and Ornaments belonging to her Body, and such other Things as she and the Creditors have agreed, as may appear by Writing under their Hands.

Item, That the said R. C. so soon as reasonably may be, after the said Letters of Administration granted, shall, with and by the Consent, and in the Presence of, &c. or three of them, cause all the Goods, Chattels and Debts within the Realm of Great Britain, which were belonging to the said R. C. at the Time of his Decease, to be viewed and appraised by indifferent Persons, and a true Inventory thereof to be made, according to the Custom used in such Cases within the City of London.

Item, That the said J. C. for her Part, shall and will use her best Endeavour to discover and make known all and singular the Goods, Chattels and Debts of the said R. C. to the said C. R. and the other Persons before-mentioned, without Concealment or Delay.

Item, That after the Goods, Chattels and Credits of the said R. C. shall be so viewed and praised, and an Inventory thereof made and taken as aforesaid; That then as well for the Satisfying and Payment of what is to be first satisfied and paid in Manner and form aforesaid, as towards the equal Payment of the said Creditors, the said C. R. shall, by the

Consent and Oversight of the said, &c. or any two of them, make such speedy Sale, at the best Rates he can, of all the Goods and Chattels which were of the said R. C. within the Realm of *Great Britain*, other than such as be appointed for the said J. C. as aforesaid, and make such Speed to gather in and obtain such Debts as were owing unto the said R. C. at the Time of his Decease, as he reasonably can or may : And then after the Satisfaction and Payment before-mentioned to be first satisfied and paid, being first had and made, shall from Time to Time proportion and divide all the Residue of the Estate of the said R. C. as shall come to his Hands unto every of the said Creditors, Share and Share alike, according to the Quantities of their several Debts, from Time to Time, and as often as he the said C. R. shall have any Thing whereof such Dividend can be made, until all the said Creditors shall be paid and satisfied their said Debts, if the Goods and Chattels of the said R. C. shall be sufficient so to do.

Item, That F. J. one of the Creditors in the said Schedule mentioned, shall enjoy all such Goods and Debts which were of the said R. C. and which the said F. J. hath now attached beyond the Seas, towards the Payment of such Debts as the said R. C. did owe there to him ; and thereof the said F. J. so soon as conveniently may be, to shew the Accompt to the said C. R. and four or three of the said Creditors at the least. And if more be recovered beyond the Seas by the said F. J. of the Goods and Debts late of the said R. C. then the Debts so owing by the said R. C. at the Time of his Decease, to the said F. J. there, That then he the said F. J. shall accept of the overplus towards Payment of his Debt owing here in *England*.

Item, That none of the Parties aforesaid shall or will do, or procure any Thing to be done by any
Suit

Suit or Action against the said C. R. or any other Person, whereby the Performance of these present Agreements, or any of them, shall or may in any wise be impeached, troubled or hindred; and that every of them shall revoke and discharge all and every Suit and Suits commenced theretofore, which shall or may be any Impediment or Hindrance of the true Performance of the Articles and Agreement herein contained.

Item, The said C. R. doth hereby agree to take upon him the said Administration, and to administer truly and faithfully, according to the true Intent and Meaning of these Presents; and if there shall be more than is sufficient to satisfy and pay all the said Creditors their several Debts, That then upon reasonable Request to him made, and a Discharge for the same to him given by the said J. C. her Executors or Administrators, he the said C. R. shall and will well and truly pay, or cause to be paid the Remainder thereof unto the said J. C. her Executors or Administrators, she or they giving good Security to the said R. C. by her or their Bond to repay the same, or so much thereof as shall be lawfully and truly recovered by any other Creditor of the said R. C.

Item, If any Creditor or Creditors of the said R. C. not Party to these Presents, do at any Time commence any Action or Suit against the said C. R. as Administrator of the Goods and Chattels of the said R. C. and the said Creditor or Creditors shall lawfully, without Fraud or Covin, recover their said Debt or Debts against the said Administrator: In such Case it is agreed by and between all the said Parties to these Presents, That all the Creditors, Parties to these Presents, whose Debts shall be paid in Part, or in All, according to this Agreement, shall, out of their several Dividends, allow, satisfy and pay Part and Part alike unto the said

C. R. as will satisfy and discharge the said Debt or Debts, and Damages and Costs of Suit for the same, the said C. R. likewise allowing his proportionable Share towards the same.

Item, It is further agreed, That if any Creditor or Creditors of the said R. C. not being Parties to these Presents, shall do or commence any Suit or Suits against the said C. R. as Administrator of the said R. C. Then the said C. R. shall thereof give Notice unto all the said Creditors, Parties to these Presents, or to three of them at the least; to the End they may join with the said C. R. in Defence of the said Suit.

All and every which Agreements aforesaid, and every Article and Clause therein, every one of the said Parties, on their several Behalvs, and for their several Executors and Administrators, do covenant, promise and grant, to and with all and each other of the Parties, their several Executors and Administrators, well and truly to perform and keep, without Fraud or Deceit. *In witness, &c.*

Articles for securing 1000 l. and paying Interest to two Persons, until Lands can be purchased to the same Uses.

Articles of Agreement Tripartite, had, made, &c. Between M. B. of, &c. of the first Part; C. B. of, &c. of the second Part; and J. P. and W. T. of, &c. of the third Part; as followeth, viz.

WHereas the said M. B. was lately seized of Freehold for Term of her Life, of and in divers Messuages, Lands and Tenements in T. in the County of O. the Reversion thereof belonging to the said C. B. and his Heirs, upon the Death of the said M. And the said M. and C. being so seized, did bargain, sell and convey all the said Mes-

Messuages, Lands and Tenements unto J. S. of T. aforesaid, Gent. and his Heirs, for and in Consideration of the entire Sum of 1000 l. for the Purchase of the several Interest of the said M. and C. in the Premisses, by the said J. S. paid into the Hands of the said J. P. and W. T. for the Use of the said M. and C. To the Intent and Purpose, and upon Agreement, that by and out of the said Sum of 1000 l. or the Interest and Profit thereof, the yearly Sum of 40 l. might be paid and secured unto the said M. during her Life; and all the rest of the said 1000 l. and the Benefit thereof, to be for the only Use of the said C. and be disposed as is herein after mentioned. Now this Interture witnesseth, That in Pursuance of the Agreement aforesaid, the said J. P. and W. T. do jointly and severally, for them and either of themselves, their and either of their Heirs, Executors and Administrators, covenant and grant to and with the said C. B. his Executors and Administrators by these Presents, That the said J. P. and W. T. their Executors or Administrators (some or one of them, having Notice by the Space of three Months before) shall and will, at the now Dwelling-house of the said J. P. and W. T. in L. aforesaid, well and truly pay, or cause to be paid, the said Sum of 1000 l. to such Person or Persons, and in such Manner and Form as the said C. B. his Executors or Administrators shall direct or appoint, upon the sealing and executing a good and sufficient Conveyance and Assurance in the Law for the Payment of one Annuity or yearly Sum of 40 l. (to be issuing and going out of Lands or Tenements of Freehold in Fee-simple, or for Term of three Lives, or holden by Lease for a Term of 50 Years at the least, unexpired, of the clear yearly Value of 50 l. above Reprisals, and free from Incumbrances, to be approved by the said M. B.) to be paid unto the

the said *M. B.* and her Assigns, yearly, and every Year during her Natural Life, at the Feasts of the Birth of our Lord, the Anunciation of the Blessed Virgin *Mary*, the Nativity of *St. John* the Baptist, and *St. Michael* the Arch-angel, by equal Portions: The first Payment thereof to begin and be made at such of the said Feasts as shall first and next happen, after the sealing and executing such Conveyance and Assurance as aforesaid. And also, That they the said *J. P.* and *W. T.* their Executors or Administrators, yearly and every Year, during the Life of the said *M. B.* or until the Sealing and Executing such Conveyance and Assurance as aforesaid, at the Place aforesaid, shall and will well and truly pay, or cause to be paid, unto the said *C. B.* his Executors or Administrators 20 *l.* of lawful Money of *Great Britain* at the four Feasts aforesaid, by equal Portions, the first Payment thereof to begin and be made at the Feast of the Birth of our Lord next coming. And also, That if Default shall be made of Sealing and Executing such Conveyance and Assurance as aforesaid, for Payment of the said 40 *l.* per Annum unto the said *M. B.* during her Life; Then the said *J. P.* and *W. T.* their Executors or Administrators, shall and will, within three Months next after such the Death of the said *M. B.* at the Place aforesaid, well and truly pay, or cause to be paid, unto the said *C. B.* his Executors or Administrators, the said 1000 *l.* together with so much Money as shall or may be grown due for the Interest or Forbearance of the said 1000 *l.* after the Rate by Law allowed, from such of the said four Feasts aforesaid, as shall happen next before the Death of the said *M. B.* until such Payment of the said 1000 *l.* And the said *J. P.* and *W. T.* do jointly and severally, for them and either of themselves, their and either of their Heirs, Executors and Administrators, covenant and grant to and with the said *M. B.*

M. B. her Executors and Administrators by these Presents, That they the said *J. P.* and *W. T.* their Executors and Administrators, yearly and every Year, during the Life of the said *M. B.* or until the Sealing and Executing such Conveyance and Assurance as aforesaid, shall and will at the Place aforesaid, well and truly pay, or cause to be paid unto the said *M. B.* or her Assigns, 40 *l.* of lawful Money of *Great Britain*, at the four Feasts aforesaid, by equal Portions, the first Payment to begin and be made at the Feast of the Birth of our Lord next coming. *Provided* always, That if the said *J. P.* and *W. T.* their Executors or Administrators, (the said *C. B.* his Executors or Administrators, and the said *M. B.* having Notice by the Space of three Months before) do, or shall at any Time during the Life of the said *M. B.* at the Place aforesaid, pay, or cause to be paid, unto the said *C. B.* his Executors or Administrators, and the said *M. B.* the said Sum of 1000 *l.* by such Parts, Shares and Proportions as they shall by Writing under their Hands and Seals direct and appoint, with so much of the said yearly Sums of Twenty Pounds and Forty Pounds, as shall be then respectively unpaid unto the said *C. B.* and *M. B.* ratably and proportionably for the Time the same shall be in Arrear; That then, and from thenceforth, and at all Times after, this present Indenture, and all and every Covenant, Clause and Article therein contained, shall cease and become void; any Thing herein contained to the contrary notwithstanding. *In witness, &c.*

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Articles about assigning a Stock in the East-India Company.

Articles of Agreement had, made, &c. Between A. B. of the one Part, C. D. of the other Part, as followeth, viz.

Witnesseth, That in Consideration of three Guineas to the said *A. B.* by the said *C. D.* in hand paid, at and before the Sealing and Delivery hereof, (the Receipt whereof the said *A. B.* doth hereby acknowledge.) The said *A. B.* doth hereby covenant, promise and agree to and with the said *C. D.* his Executors, Administrators and Assigns, That if the said *C. D.* his Executors, Administrators or Assigns, shall transfer, or cause to be transferred, One hundred Pounds of the General Joint-Stock of the Governour and Company of the Merchants in *London*, Trading to the *East-Indies*, to the said *A. B.* his Executors, Administrators or Assigns, at any Time, on or before the 19th Day of *September* now next following; and thereof shall give Notice or Warning in Writing at the now Dwelling house of the said *A. B.* situate in *Cheapside*, *London*, three Days at the least before such Transfer of the said One hundred Pounds Credit, That then the said *A. B.* his Executors, Administrators or Assigns, shall and will accept the said One hundred Pounds Credit, and also shall and will well and truly pay, or cause to be paid, unto the said *C. D.* his Executors, Administrators or Assigns for the same, at the Time of such Transferring thereof, as aforesaid, the full Sum of Seventy-five Pounds of lawful Money of *Great Britain*; together with all such Sum and Sums of Money as shall after the Date hereof, and before such Transfer, become due or payable into the said Joint-Stock, on Account of the said

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One hundred Pounds Credit, by virtue of any Order of a General Court, or Court of Committee, that shall hereafter be made, Then; and in such Case, all Dividends and Profits that shall after the Date hereof, and before such Transfer, be voted, ordered, made, arise or happen, on or in Respect of the said One hundred Pounds Credit, shall be and remain to the said *A. B.* his Executors, Administrators and Assigns, and be deducted out of the said Seventy-five Pounds, so as aforesaid to be paid to the said *C. D.* his Executors, Administrator or Assigns. But, if the said *C. D.* his Executors, Administrators or Assigns, shall not Transfer, or cause to be transferred unto the said *A. B.* his Executors, Administrators or Assigns, the said One hundred Pounds Credit, as aforesaid, within the Time aforesaid, then this Indenture to be void and of none Effect; and the said three Guineas to remain to the said *A. B.* his Executors and Administrators for ever. *In witness, &c.*

Such necessary Articles of Agreement between four Joint-Executors, as ought to be made between them for the better Execution of a Will.

Articles of Agreement Quadripartite, indented, had, made, concluded, and agreed upon, &c. Between W. C. of, &c. of the first Part; A. C. of, &c. of the second Part; W. L. of, &c. of the third Part; and T. D. of, &c. of the fourth Part, as followeth.

WHereas *R. P.* late of *W.* in the County of *S.* Yeoman, the 20th Day of *May* last past before the Date of these Presents, made his last Will and Testament in Writing, and thereby did make and appoint the said *W. C.* *A. C.* *W. L.* and *T. D.* Executors of his said last Will; and shortly after the making thereof died, as by the said Will, &c. may appear.

Now, for the better Execution of the said Will, it is covenanted and agreed between the said Executors in Manner and Form following, that is to say; First, the said *W. C.* doth for himself, his Heirs, Executors and Administrators covenant, promise, grant and agree to and with the said *A. C. W. L.* and *T. D.* their Executors and Administrators by these Presents, That the said *W. C.* shall not, nor will not acquit, release or discharge any Debt, Duty or Sum of Money due unto the said *R. P.* in his Life-time, nor any Debt, Duty or Sum of Money due unto the said *W. C. A. C. W. L.* and *T. D.* by Reason or Means of the Execution of the last Will and Testament of the said *R. P.* nor acquit, release, discharge, discontinue, or otherwise annul any Suit, Action, Cause, Plaint or other legal Proceeding to be by them brought, prosecuted or commenced for any Matter, Cause or Thing whatever, touching the Execution of the last Will and Testament of the said *R. P.* without the special Licence and Consent of the said *A. C. W. L.* and *T. D.* the Survivors and Survivor of them, therein or thereto first had and obtained: And also, that he the said *W. C.* his Executors and Administrators, shall and will, from Time to Time, and at all Times hereafter, at and upon every reasonable Request of the said *A. C. W. L.* and *T. D.* and the Survivors and Survivor of them, give and deliver up unto them, and the Survivors and Survivor of them, a true, exact and just Particular of all and singular Sum and Sums of Money, as well such as have been received, as such as have been disbursed by the said *W. C.* in, about or concerning the Execution of the last Will and Testament of the said *R. P.* and shall and will acquit and discharge the said *A. C. W. L.* and *T. D.* their Executors and Administrators, of and from all Sum and Sums of Money received, or to be received by the said *W. C.* in and about the

Execution of the last Will and Testament of the said R. P. of, from and against all and every Person and Persons, to whom such Sum and Sums of Money doth, shall or may of Right belong and appertain; and such Sum and Sums of Money so by him received, or to be received, shall and will pay, dispose and imploy, as by the said last Will and Testament of the said R. P. is directed, limited and appointed: And also, that he the said W. C. his Executors and Administrators, shall and will, from Time to Times, and at all Times hereafter, sustain, bear, pay and discharge the fourth Part, or one Part in four Parts to be divided, of all Costs, Charges and Expences, which they the said W. C. A. C. W. L. and T. D. and the Survivors and Survivor of them, shall any way sustain, bear, pay or be put unto by prosecuting or defending of any Suit in Law or Equity, or otherwise, by Occasion, Means or Reason of the Execution of the last Will and Testament of the said R. P. without Fraud or Guile. And also, that he the said W. C. shall and will assist and concur with the said A. C. W. L. and T. D. the Survivors and Survivor of them, in and about the Payment of the Debts of the said Testator R. P. and of the Legacies given and disposed by the said R. P. in his said last Will, and in the selling and disposing of the Lands, Tenements and Hereditaments of the said R. P. by the said Will of the said R. P. appointed to be sold, and in all other Things tending to the due Execution of the last Will and Testament of the said R. P. without Fraud or Guile. And the said A. C. doth covenant, &c. *mutatis mutandis*, and so of the rest.

In witness whereof, to one Part of these present Articles to be remaining with the said W. C. the said A. C. W. L. and T. D. have set their Hands and Seals, and to another Part, &c.

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Articles for purchasing of a Messuage, with a Covenant, That the Grantor shall pay the Charge which the Grantee shall expend in ejecting the Tenant in Possession.

Articles of Agreement, indented, had, made, concluded and agreed upon, &c. Between A. P. of, &c. in the County of S. Widow, of the one Part; and T. A. of, &c. Gent. of the other Part, viz.

First, That the said A. P. for and in Consideration of 5 s. of lawful Money of Great Britain, to her in hand paid by the said T. A. and of 270 l. and 15 s. of like lawful Money, to be paid in such Manner as is after herein mentioned, doth covenant, promise, grant and agree for herself, her Heirs, Executors and Administrators, to and with the said T. A. his Heirs and Assigns, by these Presents, That she the said A. P. or her Heirs, shall and will, before the 25th Day of December next ensuing the Date hereof, at the Costs and Charges in the Law of the said T. A. his Heirs or Assigns, by good and sufficient Conveyance and Assurance in the Law, well and sufficiently executed, convey and assure, or cause to be conveyed and assured unto the said T. A. and his Heirs aforesaid, all that Messuage or Tenement, &c. with their Appurtenances, situate, lying and being in, &c. now in the Occupation of R. P. Gent. with Covenants and Warranty in such Conveyance and Assurance to be comprized, That the said T. A. his Heirs and Assigns, shall hold and enjoy for ever the said Messuage or Tenement, and Premises, with the Appurtenances, against the said A. P. and her Heirs, and without any Let, Trouble, Interruption or Contradiction of or by the said A. P. or T. G. or G. G. Son of J. G. Father of the said A. P. their Heirs or Assigns, or any of them, or any

any other Person or Persons claiming in, by, from or under her, them, or any of them. And for being discharged or saved harmless of and from all Jointures, Dowers and Titles of Dowers, Charges, Titles, Troubles, Burthens and Incumbrances whatsoever, had, committed, done or suffered, or to be had, committed or done by the said *A. P. T. G. & G. G.* or either of them, their or either of their Heirs or Assigns. And for making any further lawful and reasonable Assurance in the Law, at the Costs and Charges of the said *T. A.* as shall be reasonably advised or devised by the said *T. A.* his Heirs or Assigns, or by his or their Counsel learned in the Laws, during the Space of, &c. next ensuing the Date of such Conveyance so to be made, with all other fit and reasonable Covenants to be comprised in such Conveyance and Assurance.

Item, The said *A. P.* doth further covenant, &c. That she the said *A. P.* her Heirs, Executors or Administrators, shall and will within 40 Days next after Notice and Request made, well and truly pay, or cause to be paid, unto the said *T. A.* his Heirs or Assigns, all such Sum or Sums of Money as he or they shall at any Time hereafter necessarily expend, lay out or disburse in ejecting or putting out the said *R. P.* out of the Possession of the said Messuage or Tenement, and Premises, with the Appurtenances, and recovering the Possession thereof unto the said *T. A.* his Heirs and Assigns, by due Course of Law.

Item, The said *T. A.* doth covenant, &c. That he the said *T. A.* his Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said *A. P.* her Executors, Administrators or Assigns, the said Sum of 270 *l.* and 15 *s.* on, &c. next ensuing the Date hereof, at or in the now Dwelling-house of, &c. without Fraud or Delay, &c. In witness, &c.

Articles for dividing some Corn between two Partners in Husbandry.

Articles of Agreement indented, had, made, concluded and agreed upon, &c. Between T. H. of, &c. of the one Part; and T. S. of, &c. of the other Part, as followeth, viz.

W Hereas the said T. H. and T. S. are jointly possessed of a certain Quantity of Barley in the Straw, lately grown upon eight Acres of Land in the Parish of N. in the County aforesaid; and also of a certain Quantity of Oats, lately grown upon twenty Acres of Land in the same Parish of N. which said Barley and Oats are now in the Barn of the said T. H. under the North-Walls of the City of C. aforesaid, and in a Reck near the said Barn; Wherefore, for the better dividing of the said Barley and Oats, as is herein after mentioned, It is covenanted and agreed between the said Parties in Manner and Form following, that is to say; *First*, The said T. H. doth for himself, his Executors and Administrators, covenant, grant and agree to and with the said T. S. his Executors and Administrators by these Presents, That he the said T. S. his Executors and Administrators, and any other Person or Persons to be by him or them appointed, shall or lawfully may from Time to Time, and all Times seasonable before the Day of next ensuing the Date hereof, enter into and upon the Barn of the said T. H. before mentioned, and the Close thereunto adjoining, and thresh out and winnow all the said Barley and Oats there; and also have, take and carry away to and for the Use and Benefit of the said T. S. his Executors and Administrators, three fifth Parts, or three Parts in five Parts to be divided, of all the Straw arising and coming

coming of the said Barley and Oats, being threshed from Time to Time, as the same shall be threshed, without any Lett, Trouble, Interruption or Contradiction of or by the said T. H. his Executors or Administrators: And also that he the said T. S. his Executors and Administrators, and any other Person or Persons to be by him or them appointed, upon reasonable Notice to be given to the said T. H. his Executors or Administrators, shall or lawfully may from Time to Time, and at all Times seasonable, after the Barley and Oats aforesaid shall be threshed and winnowed, enter into and upon the Barn aforesaid, and the said Barley and Oats equally divide by the Bushel; and the Moiety or one half of the said Barley and Oats so divided, shall or may have, take and carry away, to and for the sole and proper Use of the said T. S. his Executors and Administrators, without any Lett, Interruption or Contradiction of or by the said T. H. his Executors or Administrators, without Fraud or Delay.

Item, The said T. H. for himself, his Executors and Administrators, doth further covenant, grant and agree to and with the said T. S. his Executors and Administrators by these Presents, That he the said T. H. his Executors or Administrators, shall not at any Time before the said Barley and Oats shall be equally divided according to the true Intent hereof, have, take or carry away from the Barn or Close aforesaid, any Part of the Barley and Oats aforesaid.

Item, The said T. S. doth for himself, his Executors and Administrators, covenant, grant and agree to and with the said T. H. his Executors and Administrators by these Presents, That he the said T. S. his Executors or Administrators, shall and will, at his and their only and proper Costs and Charges, thresh out and winnow all the Barley and

Oats aforesaid, or cause the same to be threshed out and winnowed before the said Day of next coming; and also that he the said T. S. his Executors and Administrators, shall and will permit and suffer the said T. H. his Executors and Administrators peaceably and quietly to have, rake and enjoy two fifth Parts of all the Straw arising and coming of the Barley and Oats aforesaid, the said Straw to be divided by the daily Threshing, (to wit) the said T. H. to have two Days Threshings, and the said T. S. three Days Threshings thereof *alternis vicibus*. And also, that the said T. S. his Executors and Administrators, shall and will permit and suffer the said T. H. his Executors and Administrators peaceably and quietly to have, take and enjoy, to and for his and their only and proper Use and Behoof, the Moiety or one Half of all the Barley and Oats aforesaid, being equally divided by the Bushel as aforesaid. *In witness* whereof, the Parties above-named have to these present Articles interchangeably set their Hands and Seals the Day and Year first above-written.

Scaled and delivered in

the Presence of

Articles between Joint-Tenants for cutting Corn, and dividing it in the Field.

Articles of Agreement, indented and made, concluded and agreed upon the, &c. Between R. F. of, &c. of the one Part; and J. M. of, &c. aforesaid, of the other Part, as followeth.

WHereas the said J. M. and R. F. have a joint Right, Property and Interest of, in and to all the Corn and Grain standing, growing and being

being upon several Parcels of Land, whereof J. M. Father of the said M. Party to the Presents, lately dead, was possessed, lying, &c. Now for the better dividing the said Corn and Grain between them the said R. F. and J. M. it is covenanted and agreed between the said Parties in Manner and Form following, that is to say; First, The said R. F. doth for himself, his Executors and Administrators, covenant grant and agree to and with the said J. M. Party to these Presents, his Executors and Administrators, by these Presents; That when and assoon as the said Corn and Grain shall be reaped, mowed or cut down, he the said R. F. his Executors or Administrators shall or will divide, or cause the same to be divided, into equal Parts: And shall and will permit and suffer the said J. M. Party to these Presents, his Executors and Administrators, and his and their Servants, Labourers and Workmen, with necessary Carts and Carriages, peaceably and quietly to enter into and upon all the several Parcels of Lands before-mentioned, and the Moiety or one Half of all the Corn and Grain aforesaid, to load, have, take, carry away and enjoy, to and for the only and proper Use and Behoof of the said J. M. his Executors and Administrators, without any Lett, Trouble, Interruption or Contradiction of or by the said R. F. his Executors, Administrators or Assigns, without Fraud or Delay.

Item, The said J. M. doth for himself, his Executors and Administrators, covenant, grant and agree to and with the said R. F. his Executors and Administrators by these Presents, That he the said R. F. his Executors or Administrators, shall or lawfully may load, have, take, carry away and enjoy the other Moiety or one Half of the Corn and Grain aforesaid, to and for his and their own proper Use and Behoof, without any Lett, Trouble,

Interruption or Contradiction of or by the said J. M. his Executors or Administrators, without Fraud or Delay: And also that the said J. M. his Executors and Administrators, shall and will from Time to Time, upon Notice and Request to him or them made, well and truly pay, or cause to be paid, unto the said R. F. his Executors and Administrators, all such Sum or Sums of Money as he or they shall expend, lay out or disburse for or about the reaping, mowing, cutting down, or otherwise harvesting the Corn and Grain aforesaid, without Fraud or Delay. *In witness, &c.*

Sealed and delivered in the Presence of

Note, Many of these Articles of Agreement may be turned into Indentures of Covenant thus, viz. This Indenture Tripartite, made, &c. Between A. B. &c. of the one Part; C. D. &c. of the second Part; and E. F. &c. of the third Part. Whereas, &c. Now this Indenture witnesseth, &c. *Vide post Title Covenants.*

[For Articles concerning Marriage-Agreements, *vide Title Marriage Settlement.*]

Articles for Sale of Wood, &c. Pen'd by good Advice.

Articles of Agreement indented, &c. Between T. C. of S. in the Parish of C. in the County of D. Esq; of the one Part; and J. N. of the Inner Temple, London, Esq; of the other Part.

Imprimis, The said T. C. for and in Considerations of the Payments, Covenants and Agreements herein after mentioned, limited, expressed and

and declared to be paid, done and performed by the said J. N. hath granted, bargained and sold, and by these Presents doth, &c. unto the said J. N. his Administrators or Assigns, all the Cord-Wood that shall or reasonably may be felled down, taken, cut out, cleaved, and arise from and out of one other Wood or Wood-Lands called the — Wood, being Part of a Farm and Lands called H — Farm, (which said Wood or Wood-Lands are now in the Occupation of the said T. C. or his Assigns) for and at the Rate and Price of 7 s. the Cord for every Cord of Wood that shall be felled, cut out, cleaved, corded up, coaled, converted, or carry'd away out of the said Woods or Wood-Lands, and so after the Rate for every lesser Quantity of the said Cord-Wood respectively, each Cord of Wood to be measured out and to be 14 Foot long, 5 Foot high, and 3 Foot over, according to the Custom of the Country; and to be felled down, cut out, cleaved, corded up, converted and carried away at the sole and proper Costs and Charges of the said J. N. his Executors, Administrators, Servants, Labourers or Assigns, at two several Fellings to be had, (*viz.*) the M — Wood to be felled, cut out, cleaved, corded up, coaled, converted and carried away on or before the — Day of — next ensuing the Date hereof; and the said B — Wood, &c. to be felled, cut out, &c. on or before, &c. together with the Benefit and Advantage of Colliers, Lodges and Ladders, and Liberty to coal out the same on or in some convenient Place or Places in the said Wood or Wood-Lands aforesaid, except and reserved to the said T. C. his Heirs and Assigns, such and so much Ash, being Copper-Ash or Alders, from or out of any of the said Wood or Wood-Lands, as he, the said T. C. his Heirs and Assigns shall think fit and convenient; *To have and to hold* the said Cord-Wood, and every Part thereof, under the

Considerations aforesaid, unto the said *J. N.* his Executors, Administrators or Assigns, and to sell down, cut, cord, coal, convert and carry away the same, at his and their Wills and Pleasures, at or before such Time and Times, and in such Manner as aforesaid, by all usual Ways and Passages, doing no wilful Hurt, Waste or Spoil to any of the Woods or Grounds belonging to the aforesaid Farms, or any of them; But with this Restriction, Exception or Condition nevertheless, That the said *J. N.* his Executors, Administrators, Servants, Labourers and Assigns, shall not top or lop any Timber or Timber-like Trees standing, growing or being in, upon or about the said Wood or Wood-Lands, or any Part thereof, nor any black Rives, Fellows or Standels left the last Felling; And also, shall and will keep, preserve and leave standing on each of the said Woods and Wood-Lands for to be felled as aforesaid, 15 young Fellows or Standels, of the best and likeliest of the said Under-Woods, to be preserved for Timber, if there be so many to be found, and rateably and in Proportion for every lesser Quantity than one Acre thereof.

Item, The said *J. N.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *T. C.* his Heirs and Assigns by these Presents, That he the said *J. N.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *T. C.* his Executors, Administrators or Assigns so much Money as the said Cord-Wood arising on or off the said *M* Wood, shall amount unto, after the Rate aforesaid, in such Manner as is herein-after mentioned for Payment thereof, viz. one Moiety of such Money on or upon the Day of, &c. now next ensuing; the Date hereof, and the other Moiety thereof on or before the Day of, &c. now next ensuing; and also

also so much Money as the said Cord-Wood, arising on or of the said B— Wood, &c. shall amount unto, after the Rate aforesaid, in such Manner as is herein-after mentioned, viz. one Moiety of the Money so arising on or before the Day, &c. which shall be within the Year, &c. and the other Moiety thereof on or before, &c. all which Payments aforesaid shall be made and paid to the said T. C. his Heirs and Assigns at or in the now Dwelling house of the said T. C. situate in aforesaid.

Item, It is farther concluded and agreed upon by and between the said Parties to these Presents, That if in Case the said T. C. shall sell, during the Time aforesaid, any Timber or Trees standing or growing in or upon any of the said Woods or Wood-Lands, he the said J. N. his Heirs, Executors and Administrators, Servants, Labourers or Assigns, shall cut out, cord up, cleave, convert and carry away the Tops and Loppings of such Timber-Trees that shall be so felled for Timber, and pay 7s. per Cord for each and every Cord thereof, unto the said T. C. his Heirs or Assigns, at such Times when the Under-Woods aforesaid are to be paid for in Manner as aforesaid. *In witness, &c.*

Sealed and delivered in
the Presence of

How such Articles may be turned into Indentures
of Covenant, *vide ante* p. 43.

Articles where there being two Mortgages upon the
 as Manor of B. and it is not sufficient to satisfy both;
 in Consideration That J. S. A. S. E. E. &c. do
 convey other Lands, one Mortgage, consent to part
 with his Right to the other. which shall be within
 of which he shall be before or before
 Articles Tripartite, &c. Between J. S. of, &c. and
 A. S. of, &c. of the first Part, J. W. of, &c.
 and J. W. junior of, &c. of the second Part, and A.
 of, &c. of the third Part, Witnesseth, That
 it is covenanted, concluded and agreed upon by
 and between the said Parties to these Presents, in
 to Manner and Form following, viz. his estate
 to show his estate to the said J. S. of, &c.
W Hereas for some Years last past there hath
 been and now is due and owing unto T. M.
 of the Sum of, &c. principal Money, by
 Mortgage on the Manor of B. and the Messuages,
 Water-Mills, Lands, Tenements and Hereditaments
 thereunto belonging, situate and being in the said
 Parish of G. and elsewhere in the said County of
 Setare the Estate of Sir S. B. of B. in the County
 of York, Knight, and whereas the said W. the El-
 der, having for it conveyed and assured all that ca-
 pital Messuage and Farm called B. Farm, now or late
 in the Occupation of T. O. and all those Lands called,
 &c. in the Occupation of W. W. and all those
 Lands called, &c. in the Occupation of J. W. the
 Elder, part of the said Manor and Premises in B. pur-
 chased of the said Sir S. G. as aforesaid, unto the said
 J. and S. S. and their Heirs, in Trust for and to the
 Use and Benefit of the said J. W. the Elder, and J.
 his Wife, Sister of the said J. and S. S. and the Issue
 of their two Bodies; He the said W. the Elder,
 by his Indenture of Lease and Release, the Lease
 bearing Date the 5th, and the Release the 6th Day
 of June, which were in the Year of our Lord 1698,
 and

and made or mentioned to be made between the said *J. W.* the Elder of the one Part, and the said *J.* and *S. S.* of the other Part, for the Consideration therein mentioned, did grant, release and convey unto the said *J. S.* and *S. S.* and their Heirs, the Water-Mill, Lands, Tenements and Premises herein after particularly named, other Part of the said Premises so purchased of the said Sir *S. G.* as aforesaid, upon Trust that they the said *J. S.* and *S. S.* and their Heirs, should and might, out of the Rents, Issues and Profits of the said herein after mentioned Premises, in the first Place, pay and satisfy themselves the Sum of 50 *l.* then lent to the said *J. W.* the Elder; and then pay, or cause to be paid unto the said *T. M.* or his Assigns, by half-yearly Payments, the Interest of the said 1300 *l.* and when and as often as the Wood-Lands, Parcel of the said herein after mentioned Premises, should be sellable, should, by the Felling and Sale thereof, and the Timber thereon, levy and raise as much Money as they could, for and towards the Payment of the said principal Sum of 1300 *l.* And also upon Trust that after the Death of the said *J. W.* the Elder, or in his Life-time, if thereunto required, they the said *J. S.* and *S. S.* and their Heirs, should sell and dispose of the said herein after mentioned Premises, or such Part or Parcel thereof as to him or them should seem meet, unto the best Purchaser as could be got for the same; and by the Moneys thereby arising, first satisfy and pay themselves the said Sum of 1300 *l.* so due unto the said *T. M.* by Mortgage as aforesaid, or so much of the said Sum as at the Time of such Sale should remain unsatisfied; and then pay and distribute the Rest and Residue of the Monies arising by such Sale, and convey and assure the said herein after mentioned Premises, or such Part thereof as should then be unsold, unto such Child or Children of the said *J. W.* on the

on the Body of the said *J.* his Wife begotten or to be begotten, by such Shares and Purparties as the same *J. W.* by any Writing under his Hand and Seal executed before two or more credible Witnesses, or by his Last Will and Testament in Writing, should direct and appoint in that Behalf; and in default of such Direction and Appointment, to pay and distribute such Surplus Money, and convey and assure such herein after mentioned Premises as then should be unfold, equally unto all the Children of the said *J. W.* begotten or to be begotten as afore-said: Or in case, at the Death of the said *J. W.* the Elder, there were no such Children, then to pay the said Surplus Money, and to convey and assure such of the herein after mentioned Premises as should then be unfold, unto the Right Heirs of the said *J. W.* the Elder. And whereas the said *J. W.* the Elder, by Indenture under his Hand and Seal dated, &c. and made or mentioned to be made between the same *J. W.* of the one Part, and *S. W.* Gent. Eldest Son and Heir apparent of the said *J. W.* the Elder, of the other Part, and reciting therein had the Effect herein before mentioned; and that the said *J. W.* the Younger, at the Instance and Request of his said Father, had agreed as well to join with him in the Mortgage of the said Manor of *B.* and the other Premises afore-said, unto the said *A. A.* for the Security of 400 *l.* and Interest at 5 *l.* per Cent. per Annum, and became jointly and severally bound with the said *J. W.* unto the said *A. A.* in the Sum of 800 *l.* conditioned to perform the Covenants of the said intended Mortgage; and for the better Security of the Repayment of the said 400 *l.* and Interest, to confess two Judgments on the said Bond of 800 *l.* He the said *J. W.* the Elder, in Consideration thereof, and of the Love and Affection he bore to the said *S. W.* did give and grant unto the said *S. W.* all and every the

the Surplus Money arising by the Rents and Profits or Sale of the said herein after mentioned Premises, as also all and every the said herein after mentioned Premises as should not be sold; and did give and appoint unto him the said S. W. his Heirs, Executors and Administrators, the full and whole Benefit of the Trust aforesaid; and in order thereunto, did therein and thereby direct, limit and appoint the said J. W. and S. W. to pay the said Surplus Money, and to convey and assure such of the said herein after mentioned Premises as should be unfold, or all of them subject to the Charges before mentioned, unto the said S. W. and his Heirs. *And whereas* the said J. W. in and by his last recited Indenture, for the Considerations aforesaid, having covenanted to stand seized of the said Manor of B. with its Rights, Members and Appurtenances, to the Use of the said S. W. and his Heirs, He the said J. W. together with the said S. W. in pursuance of the said recited Agreements, by Lease and Release under their Hands and Seals dated, &c. for and in Consideration of 300 l. paid to the said J. W. and of the Sum of 100 l. paid to the said S. W. did convey and assure the said Manor of B. and other the Premises unto the said A. A. and his Heirs, by way of Mortgage, and under Condition to be void on Payment of the said Sum of 400 l. and Interest, at the Rate aforesaid, unto the said A. A. his Executors, Administrators or Assigns, at the Time in the last recited Indenture appointed for Payment thereof, and now long since past, as by the said several recited Indentures, Reference thereunto respectively being had, may more at Large appear. *And whereas* the said S. W. soon after the Execution of the said last mentioned Indenture went beyond the Seas, and not having been heard of since is supposed to be dead, and his Trust and Interest in the said herein after mentioned Premises being

being vested in the said *J. W.* the Elder, as Administrator of the said *J. W.* the Younger, and as Brother and Heir to the said *S. W.* And whereas, by Reason of all other Necessaries out-going, the Rents and Profits of the said herein after mentioned Premises have not been sufficient to pay all the Interest due on the said *T. M.*'s Mortgage, much less the Interest due on the said *A. A.*'s Mortgage, so that at the Sealing and Delivery of these Presents there is due and owing on the said several Mortgages the Sum of 1900 *l.* and upwards, being the utmost that the Inheritance and absolute Purchase of the said herein after mentioned Premises are worth. And whereas the said *A. A.* hath contracted and agreed with the said *J. W.* the Elder, and the said *J. W.* the Younger, for the Purchase of the said hereafter mentioned Premises, at the Rate and Price aforesaid; of which said Sum of 1900 *l.* the Sum of, &c. is to be paid by the said *A. A.* unto the said *T. M.* in Discharge of his Mortgage as aforesaid. Now these present Articles of Agreement witness, That it is covenanted, concluded and agreed on by and between the said Parties to these Presents, in Manner and Form following, *viz.* *Imprimis*, The said *J. S.* and *S. S. J. W.* the Elder, and *J. W.* the Younger, do by these Presents severally and respectively, and for their several and respective Heirs, Executors, and Administrators, covenant, promise, grant and agree to and with the said *A. A.* his Executors, Administrators and Assigns, That they the said *J. S. S. S.* and *J. W.* the Elder, and *J. W.* the Younger, for and in Consideration of the Premises aforesaid, and of the Sum of, &c. of lawful Money, &c. to be paid by the said *A. A.* unto the said *T. M.* as is hereafter mentioned, shall and will, on this side or before, &c. in such Manner and Form as Counsel shall direct, and at the proper Cost and Charges in the Law of the said

A. A.

A. A. his Heirs or Assigns, grant, convey and assure unto the said A. A. his Heirs and Assigns, to the Use of him, his Heirs and Assigns, all that, &c. [Here recite those other Lands granted as a Security, with usual Covenants, ut ante.]

Articles for turning over the Trade of a Butcher from a Father to his Son, with all the Tools, &c.

Articles of Agreement, &c. Between J. H. the Elder, of B. &c. of the one Part; and T. H. of B. aforesaid, of the other Part.

Imprimis, Whereas the said J. H. for and in Consideration of the natural Love and Affection which he hath and doth bear unto the said T. H. his said Son, and for divers other good Causes and valuable Considerations him the said J. H. thereunto moving, hath given, granted, bargained and sold, and by these Presents doth give, grant, &c. unto the said T. H. his Executors, Administrators and Assigns, all and singular his Butchering Tools now in the Occupation of him the said J. H. viz. [Here Name them.] and also all the Use, Profit and Advantage of the Art, Trade, Mystry or Occupation of a Butcher, which he the said J. H. now useth, or shall or may hereafter use, without any Accompt to be given, rendered or made by him the said T. A. his Executors or Administrators, to him the said J. H. his Executors, Administrators or Assigns: And further he the said J. H. hath given, granted and allowed; and by these Presents doth give, grant and allow the Use of the Messuage, Shop, House, Pound, and other Conveniencies towards the Trade so lately used by him the said J. H. And also for so long Time as he the said T. H. shall with him the said J. H. dwell and continue, the said T. H. his Board, as Meat, Drink, Washing and Lodg-

Lodging; As also the running, feeding, depasturing and keeping of one Horse; as also the keeping and depasturing of such fat Beasts, Cattle or Sheep that he shall bring home for his own killing and Trade, not exceeding ten Sheep and two Bullocks at one Time, without any Accompt to be made or given for the same, yielding and paying yearly, and every Year, for so long Time as he the said T. H. shall dwell or continue with him the said J. H. unto him the said J. H. his Executors, Administrators or Assigns, the yearly Rent of 20 l. of, &c. at two equal Payments every Year, viz. &c.

Item, It is farther agreed, and the said J. H. doth covenant and promise to allow and pay unto the said T. H. such and so much Money as he shall necessarily want, or have Occasion for his the said T. H. his carrying on, using or occupying the said Trade of a Butcher, as aforesaid. And for the true Performance of all and every the Covenants, Articles, Clauses, and Agreements aforesaid, each of the said Parties binds himself unto the other firmly by these Presents, in the penal Sum of 40 l. of lawful Money of Great Britain. In witness, &c.

Acquittances, &c.

An Acquittance for Rent due on a Lease.

January 1, 1718.

THEN received of T. W. Esq; by the Hands of G. P. his Servant, the Sum of Sixty-eight Pounds, being in full for one Year's Rent of the House he now lives in, situate in Charles-Street near St. James's Westminster (or for certain Lands lying and being in the Parish of P. in the County of M.) which said Rent was due and payable the 25th Day of December last. I say received by me,

68 l.

W. B.

An

An Acquittance for a Legacy.

K Now all Men by these Presents, That we, *A. B.* of, &c. and *C.* my Wife, one of the Daughters of, &c. have received and had the Day of the Date hereof, of *C. W.* and *W. C.* Executors of the Last Will and Testament of *T. D.* 20 *l.* of good, &c. in full Payment of the Sum of 20 *l.* given and bequeathed unto us by the said *T. D.* in his said Testament; of which said Sum of 20 *l.* in full Payment and Satisfaction of all Bequests and Legacies to us given in the said Testament, we acknowledge ourselves fully satisfied, contented and paid. *In witness, &c.*

Another Acquittance or Receipt for a Legacy given by a Will.

R Eceived the — Day of, &c. in the Year of, &c. by me *L. M.* of, &c. of *N. O.* and *R. S.* of, &c. Executors of the Last Will and Testament of *F. R.* late of, &c. deceased, the full Sum of, &c. of lawful Money, &c. being a Legacy given unto me the said *L. M.* by the said *F. R.* in and by her said Last Will and Testament; of which said Sum of, &c. and all other Debts, Duties, Sum and Sums of Money, Dues and Demands whatsoever, I the said *L. M.* do acquit and discharge the said *N. O.* and *R. S.* their Heirs, Executors and Administrators, and every of them, for ever, by these Presents. *In witness, &c.*

An Acquittance for Part of Purchase-Money.

R Eceived by me *J. F.* the — Day of, &c. the Sum of 320 *l.* of lawful Money of Great Britain, being in Part of 670 *l.* of like lawful Money agreed to be paid for the Purchase of certain
I Lands

114 Acquittances. Discharges, &c.

Lands in *G.* in the County of *K.* according to certain Articles of Agreement indented, bearing Date, &c. and made between, &c. *In witness, &c.*

An Acquittance for Money received in Trust to pay another.

K Now all Men by these Presents, That I *A. D.* of, &c. Gent. have had and received, on the Day of the Date hereof, of *C. D.* of, &c. Esq; by the Hands of *N. M.* of, &c. the Sum of, &c. in Trust and upon Condition to be paid, laid out and disbursed by me the said *A. B.* for and on Account of the said *C. D.* in such Sort and Manner as he the said *C. D.* hath appointed (or shall appoint) &c. *In witness, &c.*

An Acquittance for Part of a Debt, &c.

K Now all Men, &c. That I *A. B.* of, &c. in the County of, &c. have received and had, the Day of the making hereof, of *R. W.* of, &c. in the said County, Gent. the Sum of Six Pounds, &c. principal Money, due to me on the Feast-Day of, &c. last past before the Date hereof, in part of Payment of a greater Sum contained and specified in Writing obligatory, wherein the said *R. W.* with others, stand bound unto me; which said Sum of Six Pounds principal Money I do by these Presents acknowledge to have received, and thereof, and of every Part thereof, do acquit and discharge the said *R. W.* and others so bound as afore-said. *In witness, &c.*

Received by me J. K. the sum of 600 l. of lawful Money of Great Britain, being in Part of 600 l. of like lawful Money, being in Part of the Purchase of certain Lands

T
ye,
hav
and

Acquittances, Discharges, &c. 115

An Acquittance for the Redemption of Lands mortgaged.

K Now all Men by these Presents, That I *A. B.* of, &c. Gent. have received and had this present Day, at the now Dwelling-house of *J. W.* in *Fleetstreet*, London, between the Hours of, &c. of *B. C.* of *G.* in the County of *K.* Gent. the Sum of 130 *l.* being in full for the Redemption and full Satisfaction of all and singular those Lands and Tenements, with the Appurtenances, lying and being in the Parish of *D.* in the said County, called or known by the Name of, &c. and specified in one Pair of Indentures of Covenant bearing Date the, &c. Day of, &c. in the Fifth Year of the Reign of, &c. and made between *B. C.* of the one Part, and me the said *A. B.* of the other Part, of, for and concerning the Bargain and Sale of all and singular the said Lands and Tenements, conditionally to be re-conveyed upon the Payment of the said Sum of, &c. as in and by the same Indentures may more at large appear; of which said Sum of 130 *l.* so paid and received in full Satisfaction as aforesaid, I the said *A. B.* do hereby acknowledge my self well and truly contented, satisfied and paid, and thereof, and of every Part and Parcel thereof, do clearly and absolutely acquit, exonerate and discharge the said *B. C.* his Heirs, Executors and Administrators by these Presents. *In witness, &c.*

Acquittance for the Consideration of Money in an Indenture, and a Release of the Estate.

TO all Christian People to whom these Presents shall come, *A. B.* sendeth Greeting; Know ye, that the said *A. B.* doth hereby acknowledge to have had and received at or before the Sealing and Delivery of these Presents, of and from *D. E.*

116 Acquittances, Discharges, &c.

of, &c. the Sum of, &c. which said Sum of, &c. is the same Sum which in and by one Indenture bearing Date, &c. made between the said *A. B.* of the first Part, and the said *D. E.* of the other Part, is mentioned to be paid to the said *A. B.* and to be the Consideration for the Purchase of the Manors, Lands, Tenements and Hereditaments therein mentioned to be thereby granted unto the said *D. E.* and his Heirs; of which said Sum of, &c. the said *A. B.* doth hereby acknowledge himself fully satisfied, and doth thereof, and of every Part and Parcel thereof, acquit, release and discharge the said *D. E.* his Heirs, Executors and Administrators, and every of them, by these Presents; And further, in Consideration thereof, the said *A. B.* doth by these Presents remise, release, and for ever quit-claim, unto the said *D. E.* and his Heirs, all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A. B.* of, in and unto all and singular the Manors, Messuages, Closes, Lands Tenements, Hereditaments and Premises, to the said *D. E.* granted or mentioned to be granted in and by the before-mentioned Indenture, and of, in and to every Part and Parcel thereof. *In witness, &c.*

An Acquittance or Discharge for Money decreed in Chancery.

K Now all Men by these Presents, That I *H. P.* of, &c. do hereby acknowledge to have had and received of *J. B.* of, &c. the full Sum of 1000*l.* of lawful Money of *Great Britain*, adjudged to be paid unto me by a Decree in the High Court of Chancery the first Day of, &c. in a Cause there depending between me the said *H. P.* Complainant, and the said *J. D.* Defendant, being in full of all Matters in Question and Demand in the said Cause; and
I do

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I do for my self, my Executors and Administrators acquit, release, exonerate and discharge the said *J. B.* his Executors and Administrators, of and from the said 1000 *l.* and every Part thereof, and of and from all Interests, Costs, Damages and other Demands, for, touching or concerning the same. *In witness, &c.*

A Discharge of a Bill, the Bill being lost.

TO all Christian People to whom these Presents shall come, I *F. S.* of, &c. send Greeting. Whereas *V. L.* of, &c. in the County of, &c. Gent. by one Bill or Writing obligatory under his Hand and Seal, dated, &c. in the Year, &c. did become bound unto me the said *F. S.* in the penal Sum of 40 *l.* for the Payment of 20 *l.* which said Sum of 20 *l.* is since paid off and discharged, and the said Bill being lost or mislaid, so that it cannot be delivered up to the said *V. L.* Now I the said *F. S.* do hereby for my self, my Heirs, Executors, Administrators and Assigns, acquit, release, exonerate and discharge the said *V. L.* his Heirs, Executors and Administrators, and every of them, of and from the said Sum of 20 *l.* and the said Bill so entered into for Payment thereof as aforesaid, and of and from all Actions, Arrests, Costs, Damages and Demands whatsoever concerning the same. *In witness, &c.*

A general Release from one to one.

KNow all Men by these Presents, That I *W. B.* of *G.* in the County of *Kent*, Esq; have remitted, released, and for ever quit-claimed, and by these Presents do for me, my Heirs, Executors and Administrators, remise, release, and for ever quit-claim unto *T. H.* of, &c. Gent. his Heirs, Executors and Administrators, all and all manner of Actions, Cause and Causes of Action, Suits, Bills, Bonds, Writings

obligatory, Debts, Dues, Duties, Accompts, Sum and Sums of Money, Judgments, Executions, Ex-
 tents, Quarrels, Controversies, Trespases, Damages
 and Demands whatsoever, both in Law and Equity,
 or otherwise however, which against the said T. H.
 I ever had, now have, and which I, my Heirs, Exe-
 cutors or Administrators shall or may hereafter
 have, claim, challenge or demand for or by Reason
 or Means of any Matter, Cause or Thing whatso-
 ever, from the Beginning of the World unto the
 Day of the Date hereof. *In witness, &c.*

A general Release from two to two.

K Now all Men by these Presents, That we A. B.
 of D. in the County of K. Esq; and J. M. of
 London, Gent. have, and either of us hath, remised,
 released, and for ever quit-claimed, and by these
 Presents do, and either of us for our selves, our
 and either of our Heirs, Executors and Admini-
 strators, doth remise, release, and for ever quit-
 claim unto J. H. of London, Esq; and N. L. of
 London, Gent. their Executors, Administrators and
 Assigns, and every of them, all and all Manner
 of Actions, Cause and Causes of Action, Suits,
 Debts, Duties, Bills, Bonds, Accompts, Reckonings,
 Judgments, Executions, Trespases, Controversies,
 Damages, Dues and Demands whatsoever, both in
 Law and Equity, which against the said J. H. and
 N. L. or either of them, we or either of us ever
 had, now have, or which our Heirs, Executors or
 Administrators hereafter shall or may have, claim,
 challenge or demand, for or by Reason of any Mat-
 ter, Cause or Thing whatsoever, from the Begin-
 ning of the World to the Day of the Date of these
 Presents. *In witness whereof, &c.*

A Re-

A Release of Errors in a Judgment.

BY these Presents, I J. D. of, &c. in the County of, &c. Yeoman, do remise, release, and for ever quit-claim unto T. H. of D. in the said County of S. all and all Manner of Errors, Mispri-sons and Mis-entries whatsoever, in one Judgment for 20 l. Debt, and 30 s. Costs of Suit, obtained by the said T. H. against me the said J. D. in the Court of Common Pleas at Westminster in the Term of St Hilary last past, and also all Writ and Writs of Error and Errors whatsoever. *In witness, &c.*

A general Release of Errors.

BE it known, &c. That I R. C. of, &c. for divers good Causes and Considerations me hereunto moving, have remised, released and quit-claimed, and by these Presents, for me, my Heirs, Executors and Administrators, do remise, release and for ever quit-claim unto J. F. his, &c. and every of them, all and all Manner of Error and Errors, and the Benefit and Advantage thereof, and all Mispri-sons of Error and Errors, Defects and wrongful Pleadings and Proceedings whatsoever, had, made, committed, suffered, omitted and done at any Time before the Date of these Presents in any Action or Actions prescuted or sued by the said J. H. against me the said R. C. in any Court of Record, or otherwise; and all Error or Errors in the Judgment or Judgments thereof, so that I the said R. C. my Heirs, &c. shall be for ever hereafter debarred and excluded to sue forth any Writ or Writs of Error or Errors concerning the same. *In witness, &c.*

A Release of Title to Lands.

TO all, &c. Know ye, That R. C. of, &c. for divers good Causes and Considerations him thereunto moving, hath remised, released, and for ever quit-claimed; and by these Presents, for himself and his Heirs, doth fully, clearly and absolutely remise, release and for ever quit-claim unto J. F. of, &c. in his full and peaceable Possession and Seisin thereof now being, and to his Heirs and Assigns for ever, all such Right, Estate, Title, Interest and Demand whatsoever, he the said R. C. had or ought to have, of, in or to as all, &c. and, &c. by any Ways or Means whatsoever: To have and to hold all the said, &c. unto the said J. F. his Heirs and Assigns, to the only Use and Behoof of the said J. F. his Heirs and Assigns for ever; so that neither he the said R. C. nor his Heirs, nor any other Person or Persons, for him or them, or in his or their Names, or in the Name, Right or Stead of any of them, shall or will, by any Way or Means hereafter, have, claim, challenge or demand any Estate, Right, Title or Interest, of, in or to the Premises, or any Part or Parcel thereof. But from all and every Action, Right, Estate, Title, Interest or Demand, of, in or to the Premises, or any Part thereof, they and every of them shall be utterly excluded and barred for ever by these Presents. And also the said R. C. and his Heirs, the said Manor, &c. to the said J. F. his Heirs and Assigns, to his and their own proper Use and Uses, in Manner and Form aforesaid, against their Heirs and Assigns, and every of them, shall and will warrant and for ever defend by these Presents, &c.

Note, This Clause of Warranty is now seldom used; but instead thereof, Covenants to discharge, &c. and for further Assurance, &c.

A Re-

A Release of of an Annuity.

TO all Christian People, &c. We R. C. and C. R. of, &c. send Greeting. Whereas J. F. of, &c. by his Deed indented, bearing Date, &c. for the Consideration therein mentioned, did give and grant unto us the said R. C. and C. R. one Annuity or yearly Rent of, &c. to be issuing and going out of all and singular the Manors, Messuages, Lands and Tenements called A. and B. within the Parish of, &c. To have, hold, receive and enjoy all the said Annuity or yearly Rent of, &c. to us the said R. C. and C. R. our Executors or Assigns, for and during the natural Life of the said J. F. to be payable and paid to us the said R. C. and C. R. our Executors or Assigns, during the Life of the said J. F. at the Feast of, &c. and of St. Michael the Archangel, as by the said Deed it doth appear. Now know ye, That we the said R. C. and C. R. for and in Consideration of the Sum of, &c. of lawful Money of Great Britain to us in hand paid, at and before the, &c. Have remised, released, and for ever quit-claimed, and by these Presents, for us and either of us, our and either of our Heirs, Executors and Assigns, do fully, clearly and absolutely remise, release, and for ever quit-claim unto the said J. F. his Heirs and Assigns, the said Annuity or yearly Rent of, &c. and every Part and Parcel thereof, and all Rents, Arrearages of Rents, Penalties, Forfeitures and Distresses whatsoever, at any Time or Times heretofore due or forfeited, by Reason of the Non-payment of the said Annuity or yearly Rent of, &c. or any Part thereof; To have and to hold the said Annuity or yearly Rent of, &c. and all the Estate, Right, Title, Interest and Demand whatsoever, of us the said R. C. and C. R. our Heirs, Executors or Assigns, in or unto

unto the said Annuity or yearly Rent of, &c. unto the said J. F. his Heirs and Assigns for ever, so as neither we the said R. C. nor C. R. or either of us, nor our nor either of our Heirs, Executors or Assigns shall, may or can at any Time hereafter, ask, claim, challenge or demand any Estate, Right, Title or Interest, in or to the said Annuity or yearly Rent of, &c. or any Part thereof: But thereof and therefrom shall be utterly excluded and barred by these Presents. *In witness, &c.*

An Acquittance and Release of an Extent by an Administratrix.

REceived by me J. F. Widow, Administratrix of the Goods and Chattels of R. F. Gent. deceased, of and from R. C. the Sum of, &c. of lawful Money of *Great Britain*, being the Consideration-Money which the said R. C. payeth to me, for the vacating and discharging of an Extent on a Statute-Staple, heretofore acknowledged and entred into by the said R. C. unto the said R. F. and also for the buying in and compounding of the said Extent, by virtue or colour of the said Statute; and also, for all my Interest and Demand in the same Statute and Extent; of which said Sum of, &c. I do hereby acknowledge the Receipt, and by these Presents do for me, my Executors and Administrators, remise, release, and for ever quit-claim unto the said R. C. the said Statute and Extent, and all Manner of Process and Proceedings whatsoever, occasioned by Reason of the said Statute. *In witness, &c.*

A Release to a Sheriff, for discharging a Rescue.

KNow all Men by these Presents, That I J. F. of, &c. have remised, released and quit-claimed, and by these Presents do remise, release
and

and quit-claim unto R. R. Esq; now Sheriff of the said County of S. all and all Manner of Actions, Suits, Troubles and Incumbrances which I have, may, might or ought to have against him, for or by Reason of the discharging and setting at Liberty of R. C. of, &c. in the said County, Yeoman, being arrested and imprisoned on a *Ca. Sa.* out of the Court of Common Pleas at *Westminster* for 60 l. Debt, and 5 s. Costs, at my Suit, returnable *a die Pasche in quindecim dies* last past. *In witness, &c.*

The like in a better Form.

TO G. L. Esq; Sheriff of the County of S. and to the Keeper of the Common Gaol within the said County, J. L. of, &c. sends Greeting. Whereas T. D. of, &c. is now in your Custody, by virtue of a Writ of *Capias ad satisfaciendum*, issued out of the Common Pleas at *Westminster* at the Suit of me the said J. for certain Damages, in the said Writ mentioned; of which Damages I have received Satisfaction. Now therefore these are to will and authorize you, and either of you, That you immediately discharge and release the said T. D. of and from the Execution aforesaid, and of and from all Writs and Procees whatsoever, at my Suit, and of and from all Restraint and Imprisonment, by occasion of any Execution, Writ or Procees heretofore charged against him by me the said J. and for so doing, this shall be your Warrant. Given under my Hand and Seal the, &c. Day of, &c. in the Year, &c.

Mutual General Releases by Indenture.

THIS Indenture made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, Witnesseth, That the said A. B. hath remised, released

leased and for ever quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto the said C. D. all Actions and Causes of Actions, Trespasses, Obligations, Accompts, Promises, Debts, Judgments, Executions, Damages, Claims and Demands whatsoever, from the Beginning of the World unto the Day of the Date of these Presents. And this Indenture further witnesseth, That the said C. D. hath remised, released, and for ever quit-claimed, and by these Presents doth remise, release and for ever quit-claim unto the said A. B. all Actions and Causes of Actions, Trespasses, Obligations, Accompts, Promises, Debts, Judgments, Executions, Damages, Claims and Demands whatsoever, from the Beginning of the World unto the Day of the Date of these Presents. *In witness, &c.*

A short Release of the Equity of Redemption in a Term for Years, mortgaged.

K Now all Men by these Presents, That I D. C. for divers good Causes and Considerations me hereunto moving, do grant, remise, release and for ever quit-claim unto J. P. his Executors, Administrators and Assigns, all that Messuage, &c. and all the Estate, Right, Title, Interest, Term and Terms for Years, Possession, Reversion, Redemption, Benefit of Redemption, Equity, Claim and Demand whatsoever, of me the said D. C. of, in or to the Messuage, &c. So as neither I the said D. C. nor my Executors, Administrators or Assigns, any Estate, Right, Title, Interest, Term or Terms for Years, Possession, Reversion, Redemption, Equity, Claim or Demand, of, in or to the same, shall or may from henceforth claim or challenge; But of and from all Estate, Right, Title, Interest, Term and Terms for Years, Possession, Reversion, Redemption, Claim and Demand whatsoever, of, in and

and to the same Premises, shall and will for ever hereafter be secluded and debarred by these Presents. In witness, &c.

A Release to one that paid 20 l. to be freed from keeping a Bastard-Child.

TO all Christian People to whom these Presents shall come, We *A. B.* of, &c. and *C. D.* of, &c. the now Overseers of the Parish of *B.* send Greeting. *Whereas* there was a Bastard-Child born within the said Parish of *B.* begotten on the Body of on *H. E.* *And whereas* *R. C.* of, &c. is adjudged the reputed Father thereof; *And whereas* it is agreed by and between the said *A. B.* and *C. D.* and the rest of the Inhabitants of the said Parish of *B.* and the said *R. C.* That for and in Consideration of the Sum of 20 *l.* of lawful Money of *Great Britain* to be paid to us the Overseers for the Poor by the said *R. C.* We the said Overseers and our Successors, and the rest of the Inhabitants of the said Parish of *B.* should provide for, take care of and maintain the said Child, and save harmless and indemnify the said *R. C.* of and from the keeping and maintaining the same, and of and from all Taxes, Charges and Payments, now already, or hereafter to be taxed or charged upon the said *R. C.* for or in Respect thereof: Now know ye, that we the said *A. B.* and *C. D.* have according to, and in full Performance of the said Agreement, had and received of the said *R. C.* the Sum of 20 *l.* and do by and with the Consent and Direction, and for and on the Behalf of our selves, and the rest of the Inhabitants of the said Parish of *B.* acquit, release and for ever discharge him the said *R. C.* from the said Sum of 20 *l.* and from the keeping or maintaining the said Child, and of and from all Charges, Taxes and Payments now or hereafter to be charged or taxed upon him

him the said R. C. for or concerning the same. In witness, &c.

See more under Title Releases.

Annuities, vide Title Grants.

Apprentices.

An Indenture of Apprenticeship in the usual Form.

THIS Indenture witnesseth, That R. C. of the Parish of St. Margaret's Westminster, and of the County of Middlesex, doth, by these Presents, put and place himself Apprentice to N. B. of the Parish and County aforesaid, Sword-Cutler, to live with him, and after the Manner of an Apprentice to serve him, from the Day of the Date hereof for and during and unto the full End and Term of Seven Years, from thence next ensuing fully to be compleat and ended: During which said Term of Seven Years, the said Apprentice his said Master faithfully shall and will serve, his Secrets keep, his lawful Commands every where gladly do: He shall do no Damage to his said Master, nor see or suffer it to be done of others, but to his Power shall lett or hinder the same, or forthwith give Notice thereof to his said Master. The Goods of his said Master he shall not spend or waste, nor the same, without Licence of his said Master, give or lend to any: He shall not commit Fornication nor contract Matrimony within the said Term: Hurt to his said Master he shall not do, or cause or procure to be done: With his own Goods or others, during the said Term, he shall not traffick or buy or sell, without Licence of his said Master: He shall not haunt Taverns, Ale-houses or Play-houses, during the said Term; nor from the Service of his Master by Day or Night absent himself: But in all Things as an honest and faithful Apprentice shall and will demean

and

and behave himself towards his said Master and all his during the said Term. And the said Master his said Apprentice in the Art, Myſtery, Trade or Occupation of a Sword-Cutler, which he the said Master now useth, ſhall teach and inſtruct, or cauſe to be taught and inſtructed, by the beſt Way and Manner that he can, finding and allowing unto his ſaid Apprentice ſufficient, wholeſome Meat, Drink, Waſhing, Lodging and Apparel, and all other Neceſſaries, during the ſaid Term; and at the End thereof to give his ſaid Apprentice one compleat new Suit of Apparel both of Linnen and Wollen, and alſo, &c. *In witneſs* whereof the ſaid Parties to theſe Indentures Interchangeably have ſet their Hands and Seals this Five and twentieth Day of November, in the Second Year of the Reign of our Sovereign Lord George, by the Grace of God, of Great Britain, &c. King, Defender of the Faith, *Annoq; Domini 1715.*

Sealed and delivered in
the Preſence of

Vide poſt, p. 74.

An Indenture of Apprenticeship in another Form.

THIS Indenture, made the 10th of December, in the Second Year of the Reign of our Sovereign Lord George, by the Grace of God, King of Great Britain, &c. Between D. J. of D. in the County of S. Cooper, and R. J. one of the Sons of the ſaid D. J. of the one Part; and J. F. of M. in the ſaid County of S. Carpenter, of the other Part; *Witneſſeth*, That the ſaid R. J. by and with his own Conſent, Free-will and Good-liking, and by and with the ſaid J. D. his Father's Conſent and Good-liking, teſtified by his ſigning and ſealing of theſe Preſents, hath put, placed and bound, and by theſe Preſents doth put, place and bind himſelf an

Apprentice to and with the said *J. F.* after the Manner of an Apprentice to dwell, continue and inhabit from the Day of the Date of these Presents for and during and unto the full End and Term of Seven Years from thence next ensuing, and fully to be compleat and ended: During all which said Time and Term of Seven Years, the said *R. J.* an Apprentice to the said *J. F.* as his Master, well and truly shall serve; his Secrets shall faithfully keep; his Commands, lawful and honest every where and at all Times shall obey: Hurt to his said Master he shall not do or cause to be done: Taverns or Ale-houses he shall not frequent, except it be about his said Master's Business there to be done: At Cards, Dice or any other unlawful Game he shall not play: The Goods of his said Master inordinately he shall not spend or waste, nor them to any Person or Persons lend or convey without his said Master's Licence or Consent, &c. And the said *J. F.* as well for and in Consideration of the Sum of Twenty Pounds of good and lawful Money of *Great Britain* in hand well and truly paid, and of the Sum of Four Pounds of like lawful Money on or upon the, &c. Day of, &c. to be paid, or secured to be paid to the said *J. F.* as also for divers other good Causes and valuable Considerations him thereunto moving, be the said *R. J.* his said Apprentice in the Art, Trade, Mystery or Occupation of a Carpenter, which he now useth or hereafter shall or may use, after the best Manner shall and will teach, inform and instruct, or cause or procure him to be taught, informed or instructed; and him in a reasonable Manner to chastise. And the said *J. F.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *J. R.* his Executors, Administrators and Assigns, That he the said *J. F.* shall and will find, provide and allow to and for his said Apprentice, during all the said Time and Term

of Seven Years, fit, wholesome and sufficient Meat, Drink, Washing and Lodging, and Apparel of all Sorts; and, at the Expiration of the said Term, find, provide and allow to and for his said Apprentice two Suits of Cloaths, one Suit fitting for Sundays, and the other for Work-days, as shall be fitting and convenient for such an Apprentice. *In witness,*
&c.

An Indenture of Apprenticeship, wherein the Apprentice covenants to pay Money taken up at Interest, in order to his being bound Apprentice.

K Now all Men by these Presents, That I R. B. of B. in the County of S. Son of J. B. late of B. aforesaid, Labourer, deceased, being of the Age of — Years, am now with my own Consent, Free-will and Good-liking put and placed out as an Apprentice to and with D. K. of B. aforesaid, Cordwainer; *And whereas* my said Master was to have had with me the Sum of Ten Pounds of good and lawful Money, &c. *And whereas* the Care and Guardianship of me doth by Law belong to S. B. my Mother; *And whereas* S. B. of B. aforesaid, Widow, being my Mother, but poor, and disabled to raise the Money towards the placing me out as an Apprentice; *And whereas* the said S. B. my Mother, hath at my Request, and by and with my own Consent and Approbation, by Indenture of Mortgage, bearing even Date with these Presents, on all the Messuages, Lands, Tenements and Appurtenances in B. aforesaid, now in her Occupation, and whereof she is Tenant for Life, taken up and borrowed at Interest, after the Rate of Five Pounds per Cent. for one Year, of J. B. of B. aforesaid, Gent. the Sum of Ten Pounds. Now know ye that I the said R. B. do by these Presents own, acknowledge and declare, that the said Sum of Ten Pounds was taken up at my

Request, and was employed for placing me out an Apprentice as aforesaid: And if by the Death of my said Mother, or otherwise, she shall be disabled to pay the said Sum of Ten Pounds, with Interest, according to the said Indenture, I the said R. B. do as much as in me lieth, and as much as I in my Infancy can do, covenant, promise and grant to and with the said J. B. his Executors, Administrators and Assigns by these Presents, that in case the said S. B. shall be disabled to pay the said Sum of Ten Pounds and Interest, then I the said R. B. my Heirs, Executors and Administrators shall and will well and truly pay, or cause to be paid, unto the said J. B. his Executors, Administrators and Assigns, the said Sum of Ten Pounds and Interest thereof, according to the said Indenture. *In witness, &c.*

A Bond or Writing from an Infant to pay a Sum of Money, if his Friends are not able, upon Account of putting him out as an Apprentice.

K Now all Men by these Presents, That whereas I J. T. one of the Sons of F. T. of, &c. in the County of, &c. being of the Age of 18 Years, am now with my own Consent, Good-liking and Approbation put and placed out as an Apprentice to and with C. D. of, &c. And whereas my said Father, not being of sound Mind, is altogether unable to raise the Money towards the placing me out as an Apprentice; And whereas my said Master is with my own Consent to have with me the Sum of, &c. And whereas the Care, Tuition and Guardianship of my said Father is, by the Order of my Lord Chancellor for the Time being, committed to E. T. my Mother; And whereas the said E. T. my Mother, and E. T. my Brother, have, at my Request, and by and with my Consent, Direction and Appointment, by Obligation bearing even Date with the Presents, taken
up

up and borrowed at Interest at the Rate of 5 l. per Cent. for one Quarter of a Year, of L. M. of, &c. the Sum of 40 l. to make up the Sum of 110 l. as in and by the said recited Obligation, and the Condition thereof, may appear.

Now know ye, That I the said J. T. do by these Presents own, acknowledge and declare, That the aforesaid Sum of 40 l. was taken up at my Request, and was employ'd for and toward the placing me out an Apprentice, as aforesaid. And if by the re-granting of the Guardianship of my said Father, or by the Death of my said Brother, or otherwise, they shall be disabled to pay the said Sum of 40 l. and Interest, according to the said Bond, I the said J. T. do, as much as in me lies, and as much as I in my Infancy can do, covenant, promise, grant and agree to and with the said C. D. his Executors, Administrators and Assigns by these Presents, That in case my said Mother and Brother shall be incapacitated so as aforesaid, or by Death or otherwise be disabled to pay the said Sum of 40 l. that then I the said J. T. my Heirs, Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid, unto the said C. D. his Executors, Administrators or Assigns, the said Sum of 40 l. and Interest according to the said Bond. *In witness, &c.*

A Discharge of an Apprentice from his Apprenticeship.

TO all People to whom these Presents shall come or may concern, I T. F. of B. in the County of S. Carpenter, send Greeting. Know ye, That whereas J. B. Son of T. B. of, &c. by his Indenture bearing Date, &c. did with the Consent of his said Father put himself an Apprentice to and with me the said J. F. to serve for the Term of Seven Years from the Day of the Date of the said Indenture, as by the same Indenture, Reference being thereunto had, more plainly may appear.

Now know ye, That I the said *T. F.* in Consideration of 5 s. to me in hand paid, and for divers other good Causes and valuable Considerations mo thereunto moving, do by these Presents freely, clearly and absolutely acquit and discharge, and set free off and from my said Service, and the said Indenture of Apprenticeship, so as neither I the said *T. F.* nor any other Person for me, or on my Behalf, shall or will at any Time or Times hereafter, ask, claim or demand any Service of the said *J. B.* for or by Reason of the said Indenture or otherwise. And I do hereby remise, release, acquit and quit-claim unto the said *J. B.* all and all Manner of Action and Actions, Cause and Causes of Actions, Services, Claims and Demands whatsoever, which I now have or hereafter shall or may have against him, for or by Reason of any Act, Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. *In witness, &c.*

An Assignment of an Apprentice.

TO all, &c. I *R. C.* of, &c. send Greeting. Whereas my Apprentice *A. B.* has certain Years yet to come and unexpired of his Apprenticeship, viz. three whole Years from the Feast of *St. Michael* last past, as by his Indenture of Apprenticeship to me sealed it doth appear. Now know ye, That I the said *R. C.* for divers good Causes and Considerations me hereunto moving, Have granted, assigned and set over, and by these Presents do fully and absolutely give, grant, assign and set over unto my well beloved Friend *F. J.* all such Right, Title, Duty, Term of Years to come, Service and Demand whatsoever, which I the said *R. C.* have in or to the said *A. B.* or which I may or ought to have in him by Force and Virtue of the said Indenture of Apprenticeship: And moreover I the said *R. C.* do
by

by these Presents covenant, promise and agree to and with the said *F. J.* his Executors and Assigns, that notwithstanding any Thing by the said *R. C.* to be done to the contrary, the said *A. B.* shall, during the said Term of three Years, well and truly serve the said *R. C.* as his Master, and his Commandments lawful and honest shall do, and from his Service shall not absent himself Day or Night during the Term aforesaid: Provided that the said *R. C.* shall well intreat and use the said *A. B.* finding for him Meat, Drink, Linen, Woollen, Hose, Shoes and Bedding, and all other Necessaries during the said Term. *In witness, &c.*

An Indenture of an Apprentice put out by the Parish.

THis Indenture made the, &c. Between *R. C.* and *C. R.* Church-wardens of the Parish of *B.* in the County of *S.* and *J. F.* and *F. J.* Overseers of the Poor of the same Parish of *B.* of the one Part, and *R. R.* of, &c. of the other Part, witnesseth, That the said Church-wardens and Overseers, by the Assent of his Majesty's Justices of the Peace of the said County, whose Names are hereunto written, according to the Form of the Statute made in the 23d Year of the Reign of the late Queen *Elizabeth*, intituled, *An Act for the Relief of the Poor*, Have put out and bound *L. A.* a poor Child of the said Parish of *B.* Apprentice to the said *R. R.* till the said *L. A.* shall come to the Age of four and twenty Years; during which Time the said Apprentice his said Master well and faithfully shall serve, his Secrets keep, his Commandments, lawful and honest, every where willingly shall do; He shall do no Hurt nor Damage to his said Master, nor consent to be done by others, but to his Power shall lett the same, or give Notice thereof to his said Master; He shall not waste the Goods of

his said Master, nor lend them to any Person without his Consent; He shall not frequent Taverns, Inns, or Alehouses, except it be in doing his said Master's Business there; He shall not during the said Term, play at Cards, Dice, or other unlawful Games: He shall not, either by Day or Night absent himself from his said Master's Service; But in all Things as a good and faithful Servant shall demean himself towards his said Master and all his: And the said R. R. his said Apprentice shall, during the Term aforesaid, educate and bring up, or cause to be educated and brought up in his Trade, with due and reasonable Chastisement, and find and allow unto him, during the said Term, sufficient, wholesome and competent Meat, Drink, Lodging, Washing, Apparel, and all other Necessaries meet for such an Apprentice; And in the End of the said Term shall find, provide for and deliver unto his said Apprentice double Apparel; That is to say, Apparel meet for him to have and wear, as well on the Lord's-Day as on the Working-Days, both of Linen and Wollen, Hose, Shoes and all other Necessaries meet for such an Apprentice to have and wear. *In witness, &c.*

Attorney.

A Letter of Attorney to receive Monies due from several Persons.

TO all Christian People to whom these Presents shall come, I J. O. of Kingsham in the County of *Sussex*, Gent. send Greeting. Whereas upon an Accompt made between me and N. C. Gent. I am in Arrear and indebted unto him in One and twenty Pounds and Ten Shillings. Now know ye, That for the more speedy re-imburasing and paying unto the said N. C. the said One and twenty Pounds and Ten

Ten Shillings, I do hereby grant and assign unto him Five Pounds and Ten Shillings due unto me from R. L. of Farnham, upon a Bill obligatory, dated the 14th Day of March, in the Year of our Lord 1714. And I do hereby also grant and assign unto the said N. C. all Sum and Sums of Money due or payable unto me by R. L. Clerk, for Costs and Charges, taxed or assessed, or to be taxed or assessed by his Majesty's Court of Exchequer. And farther I do make and appoint the said N. C. my true and lawfull Attorney, for me, and in my Name, Stead and Place to receive, have and take up all and every the Sum and Sums of Money before mentioned, and to do and execute all and every Matter and Thing necessary to be done for the receiving or recovering the said Monies. And I do hereby covenant with the said N. C. That he the said N. shall or may lawfully receive, have and take up of and from the said R. L. and R. L. respectively all and every the said several Sum and Sums of Money, and the same may retain and keep to his own Use, notwithstanding any Act or Thing by me done or to be done to the contrary, and without any Accompt thereof to me to be rendred. *In witness* whereof I have hereunto set my Hand and Seal the Third Day of April, in the Year of our Lord 1716.

A Letter of Attorney or Proxy, appointing a Proctor in an Ecclesiastical Court to procure a Guardian to be appointed for an Infant, to sue an Administrator there for a Dividend.

KNOW all Men by these Presents, That I J. A. the natural and lawful Son, and the next of kin to E. A. deceased, while he lived, the natural and lawful Kinsman of J. A. late of B. in the County of S. also intestate, deceased, without any Will by him made, for divers good Causes and Considerations

rations me hereunto especially moving, being in my Minority, viz. about the Age of 14 Years, and under the Age of 21 Years, and so incapable in my own Name and Person to sue, prosecute or call *W. W.* Administrator of the Goods, Chattels and Credits of *J. A.* late of *B.* in the County of *S.* deceased, to bring in and exhibit a true, full, just and perfect Inventory, and Accompt of all the Goods, Chattels and Credits of the said *J. A.* deceased, which since his Death have come to his Hands, Possession or Knowledge, and to make a Distribution thereof according to the Tenor of the Statute for settling of Intestates Estates, or any other Statute or Act of Parliament in that Behalf made and provided. Therefore by these Presents I do constitute and appoint *A. B.* Notary Publick, one of the Procurators General of the Consistory Court of *C.* my true, certain and lawful Procurator, for me, and in my Name, Place and Stead to appear before the worshipful *T. B.* Doctor of Laws, Vicar-General to the Reverend Father in God *R.* by Divine Permission Lord Bishop of *C.* or his lawful Surrogate, or any other competent Judge in that Behalf, and for me, and in my Name, Place and Stead, to desire and procure *J. A.* of *London*, Merchant-Taylor, to be assigned my Curator in order to call the said *W. W.* to exhibit a true, perfect and particular Inventory and Accompt of all the Good, Chattels and Credits of the said *J. A.* which since his Death, as Administrator thereof, have come to his Hands, Possession or Knowledge, by virtue of his Oath, and to see and hear a Distribution thereof made, pursuant to the Act of Parliament for settling of Intestates Estates, or any other Act of Parliament in that Behalf made or provided, and to all other Effects and Purposes in Law, and generally to do and perform all other Matters necessary in and about the Premiss. In witness

whereof, I have hereunto set my Hand and Seal the 11th Day of February, Anno Dom. 1699. Juxta, &c.

A Letter of Attorney to surrender Copyhold-Lands to the Use of a Will.

BY these Presents I S. C. of the Middle-Temple, London, Gent. Son and Heir of J. C. Clerk, do make, ordain and appoint T. C. of the City of C. in the County of S. and J. L. of the same City, Gent. my true and lawful Attornies, jointly and severally for me, and in my Name, Stead and Place, to surrender into the Hands of the Lord of the Manor of B. in the said County of S. according to the Custom of the said Manor, all and singular the Messuages, Lands, Tenements and Hereditaments, with the Appurtenances of me the said S. C. within the Manor aforesaid; and all such Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, holden by Copy of Court-Roll of the Manor aforesaid, whereof the said J. C. my Father lately died seised, to the Use and Behoof of such Person and Persons, and for such Estate and Estates as I the said S. C. by my Last Will and Testament in Writing shall direct and appoint. *In witness* whereof I have hereunto set my Hand and Seal the 19th Day of February, in the Year of our Lord 1715.

A Letter of Attorney to enter on Land, and to sue for the Recovery thereof, or compound.

BY these Presents, I E. C. &c. do nominate, constitute, ordain and appoint C. A. of L. Gent. my true and lawful Attorney, for me, and in my Name, Stead and Place, to enter into, and take Possession of all that Messuage, &c. and also for me and in my Name to sue forth and prosecute against any Per-

Person or Persons whatsoever, any Writ or Writs, Action or Actions as to him shall seem meet, for the recovering or obtaining the Possession or Seisin of the Premises, or any Part thereof. And further, to do and execute all and every other Act and Thing tending to the Recovery of my Estate and Right in the said Messuage and Lands, or any Part thereof. And further, I do hereby give and grant unto my said Attorney full and whole Power and Authority for me, and in my Name, Stead and Place, to make and conclude with any Person or Persons any Agreement whatsoever touching the Premises, in as full and ample Manner as I my self could do in my own Person. And I do hereby ratify and confirm whatsoever my said Attorney shall lawfully do in Pursuance of these Presents. *In witness, &c.*

A Warrant of Attorney to confess a Judgment upon a Bond.

To N. C. W. P. and J. L. Gent. Attornies of his Majesty's Court of Common Pleas at Westminster, I T. S. send Greeting.

THese are to will and authorize you, or any one of you, to appear for me the said T. S. the next *Michaelmas* Term in the Court aforesaid, at the Suit of J. V. and of the same Term to confess one Judgment for 40 *l.* Debt, besides Costs of Suit, in any Action of Debt brought or to be brought by the said J. V. against me the said T. S. upon one Obligation, bearing Date, &c. Whereby I the said T. S. did become bound unto the said J. V. in the penal Sum of 80 *l.* with Condition to be void upon Payment of 40 *l.* at a Day long since past; and for so doing this shall be your and every of your sufficient Warrant. Given under my Hand and Seal the 10th Day of *August*, &c.

Another Warrant of Attorney to confess a Judgment.

**To N. C. W. P. and J. L. Gent. Attornies of their
Majesties Court of Common Pleas at Westminster,
I D. S. send Greeting.**

THese are to will and authorize you, or any of
you, to appear for me the said *J. F.* the next
Michaelmas Term in the Court aforesaid, at the Suit
of *R. C.* to confess one Judgment for 20 *l.* Debt, be-
sides Costs of Suit in any Action of Debt by him
brought or to be brought against me the said *J. F.*
and for so doing this shall be your Warrant. Given
under my Hand and Seal the 20th Day of *Aug-*
ust, in the Year of our Lord 1715.

**A Letter of Attorney to appoint a Steward and Bailiff
of a Manor to keep Courts.**

KNow all Men by these Presents, That we *R.*
C. and *C. R.* of, &c. do hereby authorize,
constitute and appoint *A. B.* of, &c. our lawful De-
puty and Attorney, for us and in our Names to ap-
point a Steward and Bailiff of and for our Manor
of *C.* and by himself as his sufficient Deputy, to
and for our Use, to keep Courts within the said
Manor, and to give Admittances upon Alienation
or Death, and to take and receive Attornments of
all and every the Tenants thereof: and to and
for our Use to assess Fines upon such Admittances,
and for us and in our Names and for our Use to
receive the said Fines: And also all such Heriots as
shall be due upon the Death or Alienation of any
Tenant or Tenants: And likewise to receive all
Rents and Arrearages of Rent, and also all Amerce-
ments, Perquisites and Profits that shall arise and
grow due to us for or out of the said Court: And

we

we do also hereby authorize the said *A. B.* to gather take up and seize to our Use all Waifs, Strays, Deodands, Outlaws and Felons Goods, which shall happen to arise, be due, or fall within the said Manor. In witness, &c.

A Letter of Attorney to take Possession of Land newly purchased.

K Now all Men by these Presents, That I *R. G.* of, &c. have made, ordained, constituted, authorized and appointed, and by these Presents do make, ordain, constitute, authorize, appoint, and in my Stead and Place put *C. R.* of, &c. my true, sufficient and lawful Attorney, for me and in my Name, and to my Use, to take and receive peaceable and quiet Possession and Seisin of and in all that Messuage or Tenement, and all and singular the Lands, &c. with the Appurtenances, situate, lying and being in, &c. lately bargained and sold by *F. J.* unto me the said *R. C.* And the same Possession so had and taken, to detain and keep to the only Use and Behoof of me the said *R. C.* my Heirs and Assigns, according to the Tenor and true Meaning of the Indenture, whereby the said Premisses are conveyed unto me: Ratifying, allowing and confirming all and whatsoever my said Attorney shall do, or cause to be done in or about the Premisses, by these Presents. In witness, &c.

A Letter of Attorney from two Executors, of a Bond sued to a Judgment.

K Now all Men by these Presents, &c. That we *R. C.* and *C. R.* Gent. Executors of the last Will and Testament of *A. B.* late of, &c. in the County of *S.* Esq; deceased, have made, constituted,

ted; ordained, and in our Places and Steads have put, and by these Presents do make, ordain and put in our Places and Steads, our well-beloved Friend *J. F.* of, &c. our true and lawful Attorney, for us and in our Names, but to his own Use and Behoof, to ask, demand, receive and take of *F. J.* of, &c. the Sum of 15 *l.* of lawful Money of *England*, due and payable to the said *A. B.* in his Life-time, by Vertue of one Obligation, bearing Date, &c. wherein the said *F. J.* is, and standeth bound to the said *A. B.* in the penal Sum of One hundred Pounds, conditioned for the Payment of the aforesaid Sum of fifty Pounds, as by the said Obligation and Condition doth more fully appear: *And whereas* the said *A. B.* in his Life-time did obtain one Judgment upon the said Bond or Obligation for the said Sum of One hundred Pounds besides Costs of Suit; *Know ye further*, That we the said *R. C.* and *C. R.* have authorized and appointed, and by these Presents do authorize and appoint the said *J. F.* in our Names, but to his own Use, to sue and take out any Execution or Executions, or other Process upon the said Judgment, against the said *F. J.* his Heirs, Executors or Administrators, or any of them, or against his, their, or any of their Lands, Tenements, Goods or Chattels, and with him, them, or any of them, to compound or agree at his Will and Pleasure for the same, and the Benefit and Profit thereof to his own Use to take, and him the said *F. J.* to sue, arrest, implead and imprison, and out of Prison to discharge and release at his Will and Pleasure; and all and every other Thing and Things which in or about the obtaining and getting of the said Debt and Damages, or any Part or Parcel thereof, shall be needful and necessary to be done, to execute and do in as large, ample and beneficial Manner and Form, to all Intents and Purposes, as we the said *R. C.* and *C. R.* may, can, might, could, should, or ought

ought to do by Vertue, Force or Reason of the said recited Obligation, or the Condition thereof, or by Vertue, Force or Reason of the said Judgment thereupon had. In witness whereof we have hereunto set our Hands and Seals this 10th Day of December, &c.

A Letter of Attorney or Assignment of a Man's whole Estate, in Consideration of several Debts and Engagements.

TO all to whom these Presents shall come, I R. C. of, &c. send greeting. Whereas I am indebted unto J. F. in the Sum of 40 l. of lawful Money of England: And the said J. F. and one F. J. of, &c. stand jointly and severally engaged for me the said R. C. in several Bonds or Obligations for several Sums of Money; Now know ye, That I the said R. C. for and towards the Payment and Satisfaction of the said Monies, and for divers other good Considerations me thereunto moving, have granted, assigned, bargained and sold, and by these Presents do freely and absolutely grant, assign, bargain and sell unto the said J. F. and F. J. all and all Manner of Goods, Chattels, Debts, Monies, and all other Things of me the said R. C. whatsoever, as well real as personal, of what Kind, Nature or Quality soever; To have and to hold the same, and every Part and Parcel thereof unto them the said J. F. and F. J. their Executors, Administrators and Assigns for ever, to the only proper Use of them the said J. F. and F. J. their Executors, Administrators and Assigns, for ever. In witness, &c.

Note, The foregoing Precedent is rather an Assignment than a Letter of Attorney.

A Let

A Letter of Attorney to receive Money which is not yet become due upon a Bond.

TO all Christian People to whom this present Writing shall come, I R. C. of C. in the County of S. send greeting: Whereas J. V. of, &c. and V. J. of, &c. by their Obligation bearing Date the, &c. last past, are and stand bound unto me the said R. C. in the Sum of, &c. with Condition for the Payment of, &c. on the, &c. now next coming, as by the said Obligation it doth more fully appear: Now know ye, That I the said R. C. have hereby made, ordained, constituted and authorized my loving Friend J. F. of, &c. to be my lawful Attorney and Assignee, for me and in my Name to demand and receive the said Sum of, &c. at the Time limited for the Payment of the same; and if the same shall not be then paid, to sue for and recover the Sum of, &c. being the Penalty of the said Obligation: And I the said R. C. shall and will allow and maintain all and every Action, Plea and Process which he the said J. F. shall in my Name, bring or sue for the Obtaining and Recovery thereof. *In witness whereof*, I have hereunto set my Hand and Seal this tenth Day of Decemb. in the 2d Year of the Reign of our Sovereign Lord King George, &c. Annoq; Dom. &c.

Sealed and delivered in
the Presence of

A General Letter of Attorney irrevocable.

[Vide post. p. 148. *A Letter of Attorney revoked.*]

TO all, &c. I R. C. send greeting: Know ye, That I the said R. C. for divers good Reasons and Considerations me hereunto moving, have appointed,
con-

constituted and authorized, and in my Stead and Place deputed, and by these Presents do appoint, constitute and authorize, and in my Stead and Place depute my loving Friend J. F. to be my true and lawful Attorney, Irrevocable, for me, and in my Name, and to my own proper Use and Behoof, to ask, demand and require, sue for, recover and receive all such Debts, Duties, Sum and Sums of Money, Rents, yearly Payments, Merchandizes, Goods, Chattels, Legacies and Monies due or to be due on any Bill or Bills of Exchange, Bonds, Notes, &c. or otherwise, and all other Demands whatsoever which now are, or hereafter shall be due, payable, or any way belonging unto me, by or from any Person or Persons, or Bodies corporate or politick whatsoever or howsoever: And for Default of Payment of any Rent or Rents which now is, or hereafter may become due unto me; to enter into all or any of my Messuages, Lands, Tenements, or Hereditaments, or any of them, or any Part thereof, and to distrain for the same Rent or Rents, and for Default of Payment thereof to enter in the Name of the Whole, and Possession thereof to take, and to make, seal and deliver in my Name any Lease or Leases of Ejectment thereupon for any Term or Number of Years, as in such Case is usual, and to use all lawful Ways and Means for Recovery of the Premises: And to pay any Sum or Sums of Money lawfully due from me to any Person or Persons whatsoever; and to contract for, let, set, bargain and sell all or any of my Messuages and Lands, Tenements or hereditaments, Goods or Chattels whatsoever, for Term of Years or otherwise, as he shall think fit: And to sue, implead, or make answer, prosecute or defend in any Court of Law or Equity, and before any Judges or Justices, or other Person or Persons, in any Suit, Action, Matter or Cause with me, for me, or against me, as the Case shall require: And to deal and intermeddle in any Action, Suits, Affairs and
Business

Business any way concerning me, as my Factor or Agent, or otherwise; Giving and granting by these Presents to my said Attorney, my full and lawful Power and Authority, in the Execution and Performance of all and singular the Premises, and to make any Composition or Agreement, for or concerning the Premises; And to make, seal and deliver any Discharge or Acquittance for me, and in my Name, as shall be requisite: And as Attorney or Attornies under him to make, and at his Pleasure to revoke, and generally to do, determine and execute all and every such further and other lawful and reasonable Act and Acts, Device and Devices whatsoever, which in and about the Premises shall to my said Attorney seem fit to be done, as fully and amply as I my self might or could do if personally present: Ratifying, allowing, and confirming whatsoever my said Attorney shall lawfully do, or cause to be done, in my Name by Force hereof. *In witness, &c.*

A Letter of Attorney to enter on Land, and deliver a Lease.

K Now all Men, &c. That I R. C. of, &c. have made, ordained, constituted and appointed, and by these Presents do make, ordain, constitute and appoint J. F. of, &c. my true and lawful Attorney, for me and in my Stead to enter and come in my Name into and upon the Farm and Lands of T. in the P. of, &c. in the County of, &c. now in the Tenure or Occupation of J. U. or his Assigns, and upon any Part thereof, then and there for me and in my Name and Stead, to deliver as my Act and Deed, unto R. R. of, &c. or to his Assigns, one Indenture, which I have already sealed, bearing Date, &c. made between me the said R. C. of the one Part, and the said R. R. of the other Part, purporting a Lease of the said Farm and Lands unto the said R. R. his Executors,

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Admi-

Administrators and Assigns, for the Term of ten Years next ensuing, as in and by the said Indenture more at large appeareth: Which Indenture, after the same shall be so delivered by my said Attorney, I the said R. C. do promise by these Presents, shall be as effectual a Deed in Law, to all Intents and Purposes, as if I the said R. C. had sealed and delivered the same then and there in Person. *In witness, &c.*

Note, Such Letter of Attorney may be better put in the same Lease or Deed, in Form as followeth:

And this Indenture further witnesseth, That the said R. C. for the better Execution of these Presents, doth hereby nominate, constitute, ordain and appoint J. F. of, &c. his true and lawful Attorney, for him and in his Name, Stead and Place, to enter into and upon the said Messuage, &c. and thereof to take full Possession and Seisin, and such Possession and Seisin so had and taken, to deliver unto the said R. R. in and upon the said Premises, this present Indenture as the Act and Deed of the said R. C. so that this Indenture may be duly executed, and the said R. R. his Executors, Administrators and Assigns, may be possessed of the said Premises, and may enjoy the same according to the Form and Effect of this Indenture; and further to do and execute all and every other Matter and Thing for the better and more perfect Execution of these Presents, *In witness, &c.*

A Letter of Attorney to take Possession of a Messuage, extended by the Sheriff upon a Statute.

TO all, &c. I R. C. of, &c. send greeting. Know ye that I the said R. C. have made, ordained, constituted and appointed, and by these Presents do make, ordain, constitute and appoint J. F. and A. B.

or either of them, my true and lawful Attornies or Attorney, jointly or severally, for me and in my Name, to take and receive of the new Sheriff of the County of S. peaceable and quiet Possession, as well of and in one capital Messuage, &c. as of and in, &c. all and singular which said Lands and Premisses were lately belonging unto R. R. Gent. and which the said Sheriff hath extended by vertue of a Writ of Extent to him directed on a Statute for 200 l. acknowledged and entred into by the said R. R. unto me the said R. C. Giving, and by these Presents granting unto my said Attornies, or either of them, full Power and Authority, for me and in my Name, to do, execute and accomplish all and whatsoever shall be needful and necessary to be done in or about the Premisses, by these Presents: And I shall and will ratify, allow and confirm all, and whatsoever my said Attornies, or either of them, shall do, or cause to be done, in or about the Premisses, by these Presents, as if I my self were then and there personally present. *In witness, &c.*

A general Letter of Attorney to receive Debts.

K Now all Men, &c. That I R. C. of, &c. have constituted and authorized, and in my Stead and Place, by these Presents, put J. F. of, &c. to be my true and lawful Attorney, for me and in my Name, and to my Use to ask, sue for, levy and receive of J. A. of, &c. all and every such Debts and Sums of Money which are now due unto me from any Person or Persons, or any way howsoever: Giving and granting unto my said Attorney my full Power and Authority in and about the Premisses; and on the Receipt of any such Debt or Sums of Money, Acquittances or other Discharges for me and in my Name to make, seal and deliver, and all and every such Act and Acts, Thing and Things, Device and

Devices in the Law, for the Recovery of all and every such Debts or Sums of Money, as aforesaid, for me and in my Name to do, execute and perform as fully, largely and amply in every Respect, to all Intents, as I my self might or could do if personally present: Ratifying, allowing and confirming whatsoever my said Attorney shall lawfully do in or about the Execution of the Premises, by vertue of these Presents. *In witness, &c.*

A Revocation of a Letter of Attorney.

TO all, &c. I R. C. of, &c. Whereas I the said R. C. on Trust and Confidence which I had, and did place in P. P. of, &c. did by my Letter of Attorney constitute and make the said P. P. my Attorney, for recovery of all Debts and Sums of Money whatsoever due unto me the said R. C. as by the said Letter of Attorney more fully appears: Now know ye, That I the said R. C. for that the said P. P. hath by Colour of the said Authority to him given, behaved himself greatly to my Hindrance, contrary to the Trust and Confidence I reposed in him, have revoked, countermanded and made void, and by these Presents do revoke, countermand and make void the said Letter of Attorney, and all Power and Authority thereby given to the said P. P. *In witness, &c.*

A Letter of Attorney of several Sums of Money due from one Person.

K Now all Men by these Presents, That I R. C. of, &c. for divers good and valuable Considerations me hereunto moving, have made, constituted and ordained, and do by these Presents make, constitute and ordain J. F. of, &c. my true and law-
ful

ful Attorney, in my Name, but to the only proper Use of him the said J. F. his Executors, Administrators and Assigns, to demand and receive all such Sum and Sums of Money as are due or owing to me from A. B. of, &c. any Manner of way howsoever: And for Default of Payment, to sue, arrest, attach, implead and imprison him the said A. B. and his Body, Goods and Chattels in Execution to take, and out of Execution to deliver and discharge on Satisfaction, Composition or otherwise, at the Will and Pleasure of my said Attorney; Acquittances or other Discharges in my Name to seal and deliver; Attorney or Attornies, one or more under him the said J. F. to make and substitute, or revoke: And generally to do, execute, prosecute and determine all and every other Act and Acts, Thing and Things whatsoever which in and about the Premises shall be needful and expedient, as fully and effectually, and in as large and ample Manner, to all Intents and Purposes, as I the said R. C. might or could do, without any Account thereof to be given to me, my Executors, Administrators or Assigns; And whatsoever my said Attorney shall do in, about or concerning the Premises, I do by these Presents ratify, confirm and allow. *In witness, &c.*

A Letter of Attorney to sue an Action of Covenant.

TO all Christian People, &c. I R. C of, &c. Executor of C. R. &c. send greeting. Whereas in one Indenture bearing Date, &c. made between the said C. R. by the Name of, &c. of the one Part, and J. F. of, &c. of the other Part, there are divers Covenants contained on the Part and Behalf of the said J. F. his Executors and Administrators, to be kept and observed touching a Lease granted to the said C. R. by A. Lord R. of a certain Messuage, situate, &c.

and covenanted to be transferred over by the said C. R. to the said J. F. as by the said Indenture it doth more at large appear: *Now know ye*, That I the said R. C. for divers good Causes and Considerations me moving, and especially for that it appeareth by the said Indenture, that the Name of the said C. R. was only used in Trust for the Benefit of R. F. Wife of the said J. F. and their Issue, have made, ordained, constituted, and in my Stead and Place put and appointed my beloved Friend F. J. of, &c. to be my true and lawful Attorney, for me and in my Name to sue, implead and prosecute the said J. F. his Executors or Administrators, for or upon the Breach or Non-performance of all or any the Covenants in the said Indenture contained; And to have, receive and take, to and for the only Use and Benefit of him the said F. J. his, &c. all such Sum and Sums of Money, Profit, Commodity and Advantage whatsoever, which shall be recovered or gotten by Means of any such Suit, Action or Proceeding concerning the same; And to do, execute and perform all and every other Act and Acts, Thing and Things whatsoever, which shall be needful and necessary to be done in about the Premises, in as large and ample Manner and Form, to all Intents and Purposes, as I my self might or could do; And all such lawful Actions and Suits as the said F. J. shall bring or sue concerning the Premises, against the said J. F. his Executors, Administrators or Assigns, I promise to allow, maintain, justify and confirm by these Presents. *In witness, &c.*

Note, The foregoing Precedent is properly to empower some Attorney to prosecute for Breach of such Covenant, and is of the Nature of a Warrant of Attorney.

Vide postea, Title Warrants of Attorney.

A Let-

A Letter of Attorney to demand Rent, and on Default of Payment to re-enter according to a Proviso for such Re-entry contained in the Lease.

K Now all Men by these Presents, That I *F. B.* of the Parish of *St. P.* in the County of *S.* Widow, Executrix of the Testament of *A. B.* late of *M. N.* in the County of *D.* Clerk, have made, constituted and appointed, and by these Presents do make, constitute and appoint *R. C.* of *S.* in the Isle of *P.* in the said County of *D.* Gent. my true and lawful Attorney, for me and in my Name, Stead and Place, on the Eight and twentieth Day next after the Feast of the Annunciation of the blessed Virgin *Mary* next coming, at the Capital Messuage, Mansion or Dwelling-house, commonly called or known by the Names or Name of *Forthill*, otherwise *Forsell*, or *Furzhill*, situate, lying and being within the Parish of *C.* or *C. H.* in the said County of *D.* to demand and receive of and from *J. L.* of *D.* in the said County of *D.* Bookseller, *R. S.* of *D.* aforesaid, Woollen-Draper, and *J. S.* of *B.* in the said County of *B.* Clerk, 20 *l.* of lawful Money of *Great Britain*, which will become due unto me the said *F.* from the said *J. L. R.* and *J. S.* at the said Feast of the Annunciation of the blessed Virgin *Mary* next coming, for one half Year's Rent for the said Messuage, Mansion or Dwelling-house, and divers Lands and Tenements, with the Appurtenances thereunto belonging, which by one Indenture of Lease, bearing Date the twentieth Day of *February*, in the Year of our Lord one thousand six hundred fifty five, were by the said *A. B.* demised unto the said *J. L. R.* and *J. S.* for a certain Term of Years yet unexpired; And for Default of Payment of the said twenty Pounds, I give and grant unto my said Attorney, full Power and Authority to enter into and upon the said Messuage, Mansion-house

and Premisses, by the before-mentioned Indenture of Lease demised, and thereof for me and in my Name, Stead and Place, to take Possession, to the Intent the Indenture of Lease may become void, according to a certain Proviso in the said Indenture contained: And further to do and perform all Things requisite and necessary to be done in and about the Execution of these Presents, according to the true Intent and Meaning thereof. *In witness, &c.*

The like Letter of Attorney from a Corporation.

TEnore presentium Nos C. S. Sacre Theologie Professor Decanus Ecclesie Cathedralis Sancte Trinitatis Cicestr' & ejusde Eccle Caplm fecimus constituimus & ordinavimus dectm nobis in Epi B. C. Generosum nostrum Caplarem nostrum verum & legitimum Attorn p nobis & vice & nomine nostris a die Sci Michaelis ult' preterit in unu' mensem scilicet vicesimo septimo die Quobz s instand in Claustro Australi Eccle Cathlis predict' ad petend' demandand' & recipiend' de M. S. &c. tres libras duodecim solidos & sex denar' qui fuer' nobis debiti p pda' M. S. de reddit' p dimis' unius anni finit ad Festum Sci Michis Archi predict' p Rectoria de F. cum pertind' & aliis in Com' S. q' p quandam Indenturam gerend' dat' quarto die Augusti Anno Regni Domini Caroli primi nuper Regis Anglie &c. primo fuerunt per Decanum & Caplm Eccle Cathis predict' dimis' prefat' M. S. Et p defectu solutionis predictar' trium librar' duodecim solidor' & sex denarioz' damus & concedimus dicto Attorn nostro plenam potestatem & auctoritatem nostram ad intrand' in & sup' dict' Rectoria & premissis predictis & de eisdem p nobis & vice & nomine nostris capere possessionem ea intentione quod Indentura predict' fozer vacua
se

secundum formam cuiusdam probis' sive conditionis
in eadem Indentura contenti Personam ad faciendū
exequendū & expediendū omnia alia & singula q̄ ne-
cessaria fuer' aut opportuna in vel circa executio-
nem presentium sedm tenorem & veram intentio-
nem earundem In cuius rei testimoniu' &c.

The like Letter of Attorney, where two several Rents
are reserved on the Lease.

Tenore presentium Nos C. S. Sacre Theo-
logie Professor, Decanus Ecclesie Cathis Sed
Trinitatis Cicestr' & ejusdem Ecclesie Capitlū sa-
cimur constituimus & ordinamus dilectū nobis in
Xpo R. C. Gen' Clicum nostram Capitlarem no-
stram verum & legitimū Actorū p nobis & vice
& nomine nostris sup vicesimo die prox' ventur'
post Festum Natalis Salvatoris nostri Christi ult'
preterit in Porticu Occidentali Ecclesie Cathis p-
dict' ad petendū demandandū & recipiendū de W. W.
Cretutoribus Administratozibus sive Assign' suis
sex solidos qui fuer' nobis debiti de reddit' p di-
mis unius anni finit' ad predict' Festum Natalis
Salvatoris nostri Christi p uno Messuagio sive
Tenemento cum Gardino adinde adiacent' situat' &
existent' ex Occidentali Latere Bozealis Pallant'
infra Civitatē Cicestr' in Com' S. & p uno Gar-
dino jacent' in Orientali Pallant' infra eandem
Civitatem in quodam loco ibidem vocat' Sickles
(videlicet) p pdict' Messuagio & Gardino adinde
adiacent' quinque solidos & p pdict' Gardino jacent'
in Sickles predict' unum solidum que quidem Mes-
suagium & Gardinum per quandam Indenturam
gerend' dat' ultimo die Januarii Anno Regni Dñi
Caroli secundi nuper Regis Angl' &c. vicesimo
fuerunt per Decanum & Capitlū Ecclesie Cathis
predict' dimisi prefat' W. W. & pro defectu solu-
tionis

tionis predictarum separalium summarum denar' respective damus & concedimus dicti Attorney nostri plenam potestatem & auctoritatem nostram ad intrand' in & super Tenementa predicta' respective & de eisdem respective pro nobis & vice & nomine nostris capere possessionem ea intentione quod Indentura predicta foret vacua secundum formam cuiusdam probis sive Conditionis in eadem Indentura content' Necnon ad faciend' & exequend' & expediend' omnia alia & singula que necessaria sunt aut opportuna in vel circa executionem presentium secundum tenore & veram intentionem earundem In cuius rei Testimonium &c.

A fit Indorsement to be made on such Letter of Attorney, for a Memorial of the Execution thereof.

14 Januarii Anno Domini 1682. Ante Decalum Solis dum satis fuit lucis ad pecunias numerand' in Porricu Occidentali Ecclesie Catholis S^{cd} Trinitatis Cicer' ego R. C. vigore istius scripti demandavi legales reddit' in eodem scripto mentionat' secundum formam & effectum scripti illius & ibidem sic continue demandavi quousque propter appropinquantem noctem nummos numerare aut distinguere non potui Durand' quo quidem tempore ad solvend' reddit' predictos seu eorum alterum nemo venit nec solvit seu solvere obtulit quapropter postea scilicet decimo quince die Januarii Anno Domini 1682. secundum tenorem scripti predicti ego idem R. vice & nomine Decani & Capituli in scripto isto nominat' intravi tam in & super Messuagium & Gardium in Bozeali Pallant' quam Gardium in Orientali Pallant' in eodem scripto mentionat' & de eisdem cepi possessionem ad intentionem in scripto predicta' specificat'.

Notes

Note, Because the Law doth not favour Forfeitures, and a Proviso of Re-entry must be prosecuted strictly it is advisable, that the Attorney, when the Rent is by him demanded, holding the Letter of Attorney in his Hand, to avoid all Doubtfulness of the Form and Manner of the Demand, do cause it to be written ready before his Demand; and then to speak it *verbatim*, thus;

By Vertue of this Letter of Attorney to me made by the Dean and Chapter of the Cathedral Church of the *Holy-Trinity* of C. in their Name and for their Use, I do demand of *W. W.* his Executors, Administrators or Assigns, five Shillings, which were due unto the said Dean and Chapter at *Christmas* last, for half a Year's Rent, for one Messuage, &c. and also one Shilling for half a Year's Rent due at *Christmas* last, for one Garden, &c. which Messuage and Garden, by Indenture of Lease, dated, &c. were demised by the said Dean and Chapter to the said *W. W.*

Underneath may be subscribed a Memorial of it under the Hands of the Attorney and Witnesses present, thus:

14 *January* 1682. In the West Porch of the Cathedral Church above-mentioned, *N. C.* did make such Demand as above, before Night, and while it was light enough to tell so much Money, and continued there so demanding until it was so dark as that Money could not be distinguished, and had all that Time in his Hand such Letter of Attorney as above mentioned; but none offered to pay the Rent above mentioned.

Afterwards, to wit, the Day of, &c. the said N. C. in the Name and Stead of the said Dean and Chapter, did enter into the said Messuage, &c. And thereof did take Possession to the Intent the said Lease should determine and be void.

A Letter of Attorney to take Admittance to Copyhold Lands, and after Admittance to surrender.

TO all Christian People to whom these Presents shall come: I A. T. Gent. Cousin and Heir of L. T. Doctor in Divinity, to wit, the Son of R. T. Gent. who was the Brother of the said L. send greeting. *Whereas* R. C. and E. his Wife, on the, &c. which was in the Year of our Lord, &c. did surrender into the Hands of the Lord of the Manor of B. in the County of S. one Close of Land called *Breeches*, alias *Newels*, containing by Estimation ten Acres (being Parcel of one Yard of Bordland, called *Fairmanners*;) and one other Close of Land called *Breeches*, containing by Estimation six Acres; and one Close of Land called *Downcroft*, containing by Estimation five Acres, lying in W. in the said County, and holden by Copy of Court-Roll of the said Manor, by the yearly Rent of 7 s. 2d. to the Use and Behoof of the said L. T. and of his Heirs for ever according to the Custom of the Manor aforesaid, upon a Condition for making void thereof, if the said R. C. and E. his Wife, should pay unto the said L. T. 106 l. at several Days long since past. *And whereas* the said Surrender was made unto the said L. T. in Trust for the Dean and Chapter of the Cathedral Church of, &c. and the Monies thereupon lent were the proper Monies of the said Dean and Chapter, and the Condition of the said Surrender is not yet performed. *Now know ye*, That I the said A. T. in Discharge and

and Performance of the Trust in the said L. reposed as aforesaid, at the Request and by the Direction of the said Dean and Chapter, do by these Presents make, authorize, appoint, and put N. C. of the City of, &c. in the County aforesaid, Gent. my true and lawful Attorney, for me and in my Name, Stead and Place, and to my Use, to receive, have and take Admittance of and from the Lord of the Manor of B. aforesaid, or his Steward of his Court there, of, in and to the said several Closes of Land and Premises before mentioned, with the Appurtenances, according to the Custom of the Manor aforesaid. And at any Time after such Admittance so had and taken, to surrender into the Hands of the Lord of the said Mannor, all the said several Closes of Land and Premises with the Appurtenances, to the Use and Behoof of such Person or Persons, and their Heirs, as the said Dean and Chapter shall appoint. And further, to do and execute all and every Act and Thing necessary or expedient to be done, in or about such Admittance and Surrender as aforesaid, as fully and amply as I the said A. T. might or could do in my own Person. *In witness, &c.*

A Letter of Attorney to traverse an Indictment, and enter into Recognizance to prosecute.

By these Presents, I G. S. of the City of C. in the County of S. Merchant, do make, appoint and put N. S. Gent. my Attorney, for me and in my Name and Stead to appear before the Judges of Assize and General Gaol-delivery, at the next Assizes to be holden for the County of S. And to traverse and plead, That I am not guilty of the Riot, Rout, or unlawful Assembly, whereof before the said Judges I am indicted. And further, for me and on my Behalf, to enter into Recognizance for my Appearance at the following Assizes,

Affizes, to prosecute such Traverse with Effect; and I the said G. G. do hereby covenant with the said N. C. That I will appear at the next Summer Affizes to be holden for the said County, and prosecute such Traverse (as aforesaid) with Effect; and discharge and save harmless the said N. C. from such Recognizance on my Behalf to be entred into as aforesaid. *In witness, &c.*

A Letter of Attorney for Appearance before a Judge, and submitting to an Indictment for a Forcible Entry.

K Now all Men by these Presents, That I S. S. of C. in the County of S. Gent. do hereby nominate, constitute and appoint N. C. Gent. my true and lawful Attorney, for me and in my Name, Stead and Place, before any competent Judge in this Behalf, or in any Court of our Lord the King, to appear and enter Protestation, that I am not guilty; and because I will not implead with our said Lord the King, to submit to the Grace of our said Lord the King, or of such Court, upon one Indictment against me for a Forcible Entry into a Messuage, with the Appurtenances in C. aforesaid, or the Parish of, &c, in the said County, or any other Indictment or Presentment whatsoever. And further, to do and perform all and every Act and Thing necessary to be done in or about the Premisses; and I will allow and hold for sure and good whatsoever my said Attorney shall do in the Premisses, as fully and absolutely as done by me in my own Person. *In witness, &c.*

Signed, sealed and delivered
in the Presence of

Vide postea p. 166. and Tit. Letters of Attorney.

Assign.

*Assignments.**An Assignment of a Bond, with a Letter of Attorney.*

TO all to whom these Presents shall come; I *W. B.* of *B.* in the County of *Sussex*, Gent. send greeting. Whereas *T. B.* of *L.* in the said County of *Sussex*, Esq; and *J. N.* of, &c. in the said County, Esq; in and by one Obligation bearing Date the 15th Day of *Decemb. Anno Dom. 1715.* did become bound unto the said *W. B.* in the Penalty of 600*l.* of lawful *British* Money, with Condition there-under written for the true contenting, satisfying, and paying of 300*l.* of like lawful Money, together with Interest for the same, at such Days and Times, and in such Sort, Manner and Form, as in the Condition of the said Obligation is mentioned; as in and by the said recited Obligation and Condition, relation being thereunto had, more plainly may appear: *Now know ye*, That I the said *W. B.* for and in Consideration of the Sum of, &c. of lawful Money of this Realm, to me in hand paid, at and before the Ensealing and Delivery of these Presents, the Receipt whereof I do hereby acknowledge; and for divers other good Causes, and valuable Considerations me thereunto especially moving, have assigned, transferred, and set over, and by these Presents do assign, transfer, and set over unto the said *S. C.* his Executors, Administrators and Assigns, the said recited Bond, or Obligation and Condition, and the said Sum of 300*l.* and Interest-Money therein mentioned, as are now due, or which shall or may accrue and grow due by Vertue thereof: And I the said *W. B.* have made, ordained, constituted, authorized and appointed the said *S. C.* my true and lawful Attorney for me and in my Name, or otherwise, but to his own proper Use and Behoof, to ask, demand, sue for, recover and receive of the said *T. B.* and *J. N.* or some or one of

of them, or some or one of their Heirs, Executors, Administrators or Assigns, all and every such Sum or Sums of Money, both Principal and Interest, and all other Sum or Sums as are now due, or shall or may hereafter accrue and grow due to me by Vertue of the said recited Bond, Obligation or Condition, and to have, take and use all lawful Ways and Means in my Name, or otherwise, for recovery thereof, by Action, Suit, Arrest, Distress, filing an Original against the said T. B. and J. N. or otherwise to compound and agree for the same; and Acquittance or Acquittances, or other legal and sufficient Discharge or Discharges for the same, for me and In my Name to make, seal and deliver, and to do all other Act and Acts, Thing and Things whatsoever concerning the Premisses, as fully, largely and amply in every Respect as I my self might or could do if I were personally present, and Attorney or Attornies, one or more under him for that Purpose to make, and again at his Pleasure to revoke: And I the said W. B. for me, my Executors, Administrators and Assigns, do covenant to and with the said S. C. his Executors, Administrators and Assigns, That I have not released, discharged or received any Money due on the said Bond or Obligation; neither will I, my Executors, Administrators or Assigns, acquit, Release or discharge the same, or any Part thereof; but shall and will allow, &c. all such lawful Action or Actions, Suit or Suits, and Proceeding in Law and Equity, as shall be brought, prosecuted or defended concerning the same, or by Reason thereof, and will not release or discontinue any such Action or Actions, Suit or Plaint; and that it shall and may be lawful to and for the said S. C. his Executors, Administrators and Assigns, to receive, possess, enjoy or employ to his own Use all such Sum or Sums of Money as shall be duly recovered by Vertue of the said Bond or Obligation, or the Condition thereof, without any Accompt to be given to me, my
 Exe-

Executors, Administrators or Assigns, or any other Person or Persons whatsoever for the same ; And that neither I the said *W. B.* my Executors, Administrators or Assigns, shall and will revoke this Letter of Attorney, or Writing of Assignment ; but that I, my Executors, Administrators or Assigns, shall and will, upon very reasonable Request, acknowledge and execute all and every such further, and other lawful and reasonable Act and Acts, Thing and Things whatsoever ; be it by making a new Letter of Attorney or Assignment, or otherwise howsoever, for the better enabling and authorizing him the said *S. C.* his Executors, Administrators or Assigns, to recover, receive, take and enjoy, to his own proper Use and Behoof, all such Sum and Sums of Money as now are, or shall grow due or payable by Vertue of the said recited Bond, Obligation and Condition, as by the said *S. C.* his Executors, Administrators or Assigns, or by his or their Counsel learned in the Law shall be reasonable devised, advised and required : and to and for the true Performance of all and every the Covenants and Agreements herein before contained, I bind my self, my Heirs, Executors and Administrators, unto the said *S. C.* his Executors, Administrators and Assigns, in the Penalty of 1200 *l.* of lawful Money of this Realm. *In witness, &c.*

*An Assignment of a Bill of Twenty Pounds for securing
10*l.* borrowed thereupon.*

K Now all Men by these Presents, That I *A. B.* of, &c. have borrowed and received of *C. D.* of, &c. the full Sum of Ten Pounds of lawful Money of, &c. which I do promise to pay upon the Day, &c. with Interest : And for the better Securing the Repayment thereof, I do hereby assign and set over to the said *C. D.* a Penal Bill of 40 *l.* made by *E. F.* of, &c. to me the said *A. B.* for the Payment of 20 *l.*

M

on,

on, &c. and all my Right, Title and Interest therein and thereunto, with full Power and Authority for him the said C. D. to sue for, recover and receive the same of the said E. F. to and for the only Use, Benefit and Behoof of the said C. D. his Heirs and Assigns. *Witness* my Hand and Seal this Day of, &c.

An Assignment of a Judgment from the Person, to whom it was assigned before, endorsed on the former Deed.

WHereas, the within named E. A. is dead, and by his last Will and Testament in Writing, bearing Date, &c. has devised all the within mentioned Manors, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, unto J. A. his eldest Son, and his Heirs and Assigns for ever: Now witness these Presents, That the within named J. M. in Consideration of five Shillings of lawful Money, &c. to him in hand well and truly paid by T. H. of, &c. Esq; at and before the Sealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, Hath assigned, transferred and set over, and by these Presents doth assign, transfer and set over, at the Nomination and Appointment of the said J. A. testified by his Sealing and Delivery of these Presents unto the said T. H. his Executors, Administrators and Assigns, the within mentioned and recited Judgment; and all his Right, Title, Trust and Interest of, in and to the same; And the whole Benefit, Profit and Advantage that can or may be had, obtained or gotten by Reason or Means thereof, by Vertue of the within written Indenture, or otherwise howsoever; To have and to hold the same unto the said T. H. his Executors, Administrators and Assigns, in Trust for, and for the only Use, Benefit and Behoof of the said J. A. his Heirs and Assigns. *In witness, &c.*

An Assignment of an Administration, empowering the Assignee to prosecute a Suit, &c.

THIS Indenture made, &c. between J. P. of D. &c. Executor of the Last Will and Testament of A. M. late of &c. Widow, deceased, Relict of J. M. late of C. in the said County, Gent. also deceas'd, of the one Part; and R. C. of B. in the said County, Gent. of the other Part, *Whereas* the said J. M. deceas'd, in and by a Surrender, dated on or about, &c. did surrender into the Hands of the Lord of the Manor of C. aforesaid, in the said County of S. *All* that Copyhold situate in C. aforesaid, To hold to J. B. and S. C. their Heirs and Assigns for ever, in Trust for the said J. M. deceas'd, for and during his natural Life; and from and after his Decease in Trust for A. D. his then intended and after Wife, since also deceas'd, for her Life; and from and after her Decease to the Use of the said J. B. and S. C. and to their Heirs and Assigns for ever, under the special Trust and Confidence in the said Surrender mentioned, and hereafter in these Presents limited, expressed and declared, and contained in these Words following, that is to say; If there were any Issue had between the said J. M. and A. D. since deceas'd, and such Issue, or any of them, or any Issue of such Issue, should happen to live to the Age of 21 Years, that then the said J. B. and S. C. and their Heirs, should surrender the said Messuage, Lands and Premisses, to such living Issue, and the Heirs of such living Issue lawfully to be begotten; and in the Mean Time, and until such full Age attained, should imploy the Rents, Issues and Profits of the said Premisses, which they after the Death of the said J. M. and A. D. since deceas'd, should happen to have, towards the Education of the said Issue, and the Over-plus thereof should accompt for to such Issue, or in case all such Issue die, then to the

right Heir of the said *J. M.* deceas'd: But if, and in case no such Issue be had between them, and all of them die without Issue, that then in either of the said Cases, the said *J. B.* and *S. C.* and their Heirs, should surrender all and every the said Messuages, Lands and Premises, to the right Heirs of the said *J. P.* and *A. M.* for ever; so as nevertheless the said *J. M.* deceas'd, and his right Heirs, upon such Surrender as aforesaid, should pay, or cause to be paid, the Sum of 350*l.* of lawful Money, &c. to the said *A. D.* deceas'd, or to such other Person or Persons as he by any Writing, Deed-Poll, or otherwise should appoint; And in Default of such Appointment, to the Executors or Administrators of the said *A. D.* deceas'd; And in case the said 350*l.* was not so paid by them, That then the said *J. B.* and *S. C.* and their Heirs, shall sell the said Messuage, Lands and Premises for the best Price they could get, and out of the Monies arising by such Sale, should first pay the said 350*l.* to the said *A. D.* deceas'd, or to such as she should appoint, as aforesaid; or in Default thereof, to her Executors and Administrators, and afterwards should pay all the Residue of the said Monies raised by the said Sale, to the said *J. M.* deceas'd, and to his right Heirs, as in and by the said Surrenders, relation being thereto had, may more fully appear. *And whereas* the said *J. M.* deceas'd, about the --- Day of, &c. died, leaving the said *A. D.* his Widow: *And whereas* the said *A. M.* deceas'd, on or about the --- Day, &c. made her last Will and Testament in Writing, and thereof made the said *J. P.* Executor, who proved the said Will, and took upon him the Burthen and Execution thereof; and gave therein and thereby several Legacies and Bequests; and after the Discharging of the same, gave the Overplus to the said *J. O.* as in by the said Will of the said *A. D.* more plainly appeareth. *And whereas* *J. M.* of *B.* in the said County of *S.* Doctor in Physick, and *T. M.* of *C.* in the said County, Gent. Sons

Sons of the said *J. M.* decess'd, refuse to pay th^e said 350*l.* to the said *J. P.* or otherwise satisfy him thereof, without preferring a Bill in the Honourable Court of *Chancery* to obtain a Decree, that the said Lands and Premisses may be sold to the said *J. P.* but the said *J. P.* is incapable to do it without borrowing some Money to prosecute such Suit: *Now this Indenture witnesseth*, That the said *J. P.* for and in Consideration of the Sum of 40 *l.* of, &c. in hand lent and paid to the said *J. P.* by the said *R. C.* at and before the Ensealing and Delivery of these Presents: He the said *J. P.* hath granted, bargained, sold and assigned, transferred and set over; and by these Presents doth, &c. unto the said *R. C.* his Executors, Administrators or Assigns, the Letters of Administration or Probat of the Will of the said *A. M.* decess'd, and all his Right, Title and Interest therein and thereunto, together with the Will of the said *A. D.* decess'd, To have and to hold the said Letters of Administration and Probat of the said Will, and all the Right, Title and Interest of him the said *J. P.* therein and thereunto, and of, in and unto all other the Premisses, unto the said *R. C.* his Executors, Administrators and Assigns, in as large, ample and beneficial a Manner, to all Intents, Constructions and Purposes whatsoever, as if he the said *J. P.* his Executors, Administrators or Assigns, may, might, could, should or ought to have had, held and enjoyed the same: And the said *J. P.* doth for himself, his Executors, Administrators and Assigns, covenant, promise, grant and agree to and with the said *R. C.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; that is to say, That he the said *R. C.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times hereafter peaceably and quietly have, hold and enjoy the said Letters of Administration, and Probat of the said Will; and also to receive and take the

said 350 l. due to the said J. P. given by the said Will of the said A. D. deceas'd, or any otherwise howsoever, in as full, large and ample Manner as the said J. P. his Executors, Administrators or Assigns, may, might, could or should, or ought to have done if these Presents had not been made: And the said J. P. hath ordained, constituted and appointed, and in his Stead and Place doth ordain, constitute and make the said R. C. his true and lawful Attorney, for him and in his Name to ask, demand, sue for, recover and receive of the said J. B. S. C. and J. M. and T. M. Sons of the said T. M. deceas'd, Heirs of the Heir of the said J. B. and S. C. due to the said J. M. deceas'd, or any or either of them, all such Sum and Sums of Money as are due to him the said J. P. his Executors, Administrators and Assigns, by the Will or Probat of the Will of the said A. P. deceas'd, or in any wise relating thereunto: Giving, and by these Presents, granting unto the said R. C. his said Attorney, full Power and Authority in and about the Premisses: And upon Receipt of any such Sum or Sums of Money, to give Acquittances, or other Discharges for him the said J. P. and to seal and deliver all other Act, Things, Devises and Assurances in the Law whatsoever necessary to be done in and about the Premisses, for the Recovery of all such Sums of Money as are due to him, as aforesaid, for him to execute and perform as amply in all Respects as he the said J. P. might or could do if he the said J. P. were personally present: Ratifying and confirming whatsoever the said R. C. his said Attorney shall lawfully do, or cause to be done in and about the Execution of the same by these Presents. (And then add a Covenant for further Assurance, as in Tit. Covenants, &c.) In witness, &c.

*An Assignment of an Annuity, wherein is a Recital,
That B. by his last Will devised it to the Assignor for
Life.*

THIS Indenture made, &c. between E. M. of, &c.
of the one Part; and J. A. of the other Part;
witnesseth, *That whereas* Sir E. M. late of, &c. Baro-
net, since deceas'd, did by his last Will and Testa-
ment in Writing, give, grant, devise or bequeath unto
the said E. M. one Annuity, or yearly Sum or Annual
Rent of 40 l. of good, &c. to be issuing, payable, and
yearly going out of all and every the Manors, Mes-
suages, Lands, Tenements and Hereditaments, of him
the said Sir E. M. whatsoever and wheresoever the
same lie, and to be paid yearly, and every Year
from and after his Decease, unto the said E. M. for
and during all the Term and Time of the natural
Life of the said E. M. but with a Power of Distress
to and for the said E. M. for Non-payment thereof,
or for any Part or Parcel thereof, as in and by the
same last Will and Testament may more fully appear;
the which said Annuity, Sum, or yearly Rent of 40 l.
hath ever since the Death of the said Sir E. M. been
satisfied and paid unto him the said E. M. according
to the Tenor, Purport, and true Intent and Meaning
of the said Will. *Now this Intendure further witnesseth,*
That the said E. M. for and in Consideration of the
Sum of, &c. unto him the said E. M. in hand already,
before the Sealing and Delivery hereof, by the said
J. A. well and truly paid, whereof and wherewith
the said E. M. acknowledgeth himself to be fully sa-
tisfied; and thereof, and of every Part thereof, doth
clearly acquit and discharge the said J. A. his Execu-
tors, &c. and every of them, by these Presents; as
also for divers other good Causes and Considerations
him thereunto moving, he the said E. M. hath granted,
bargained, sold, assigned, and set over; *And by these*

Presents doth, &c. unto the said *J. A.* and his Assigns, all and every the aforesaid yearly Sum or annual Rent of 40 *l.* of good, &c. and all the Estate, Right, Title, Interest, Liberty, Benefit and Power of Distress and Distresses, Use, Possession, Claim and Demand whatsoever, which he the said *E. M.* now hath, or may, or in any wise ought to have of, in or unto, or for the said Annuity, or yearly Sum or annual Rent of 40 *l.* before mentioned, To have and to hold, receive, perceive, enjoy and take the said Annuity, or yearly Sum or annual Rent of 40 *l.* And all the said Estate, Right, Title and Interest, Liberty, Benefit and Power of Distress and Distresses, Use, Possession, Claim and Demand whatsoever of him the said *E. M.* of, in and unto the said annual Rent of 40 *l.* and of, in and unto every Part and Parcel thereof, as aforesaid, unto the said *J. A.* and his Assigns, immediately from and after the making of these Presents, for and during the Term and Time, and during all the Time and Term of the natural Life of the said *E. M.* and in as large, ample and beneficial a Manner, to all Intents and Purposes as he the said *E. M.* may, can, might, could, should, or ought to have or enjoy the same Annuity, yearly Sum or annual Rent of 40 *l.* And the said *E. M.* for himself, his Heirs, &c. and every of them, doth covenant, grant and agree to and with the said *J. A.* his, &c. and every of them, that he the said *J. A.* and his Assigns, shall and may from Time to Time, and at all Times during the Term hereby granted as aforesaid, peaceably and quietly have, hold, perceive, receive and take the said Annuity, yearly Sum or annual Rent of 40 *l.* in Manner and Form aforesaid, according to the Tenor, true Intent and Meaning of these Presents, without any Let, Suit, Trouble, Disturbance, Molestation, Discharge, Hindrance, Forfeiture, Interruption, or other Incumbrance of or by the said *E. M.* or of or by any other Person or Persons whatsoever lawfully claiming the same

same by, from or under him the said *E. M.* in any Manner whatsoever; And that the said Annuity, yearly Sum or annual Rent, shall at all Times from and after the making hereof, during the Term and Time hereby granted, as aforesaid, be, remain and continue unto the said *J. A.* and his Assigns, free and clear, and freely and clearly acquitted, exonerated, discharged, or otherwise, at and upon reasonable Request, well and sufficiently saved and kept harmless and indemnified by the said *E. M.* his, &c. or some of them, of, for, from and concerning all and every other and former Bargains, Sales, Gifts, Grants, Assignments, Mortgages, Recognizances, Statutes, Judgments, Executions, Releases, Discharges, Acquittances, Forfeitures and Incumbrances whatsoever heretofore made, granted, concluded or done by him the said *E. M.* or by any other Person or Persons whatsoever lawfully claiming by, from or under the said *E. M.* in any Manner whatsoever. *In witness, &c.*

An Assignment of a Trust, with Special Recitals.

THIS Indenture made, &c. Between *J. C.* of, &c. and *T. H.* of, &c. of the one Part, and *T. H.* of, &c. only Son and Heir of *M. C.* deceased, late Wife of *M. C.* of, &c. Gent. deceased, and heretofore Wife of *W. H.* late of, Gent. likewise deceased, of the other Part. *Whereas* the said *M. C.* by the Name of *M. H.* of, &c. Widow, by Indentures of Lease and Release dated the first and second Days of, &c. made between the said *M.* of the one Part, and *J. Z.* of, &c. and *T. M.* of, &c. of the other Part, for the Considerations therein mentioned, did grant, remise, release and confirm unto the said *J. Z.* and *T. M.* and their Heirs, all that, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part thereof; To
hold

hold the said, &c. with their and every of their Appurtenances, unto the said J. Z. and T. M. and their Heirs and Assigns for ever, to the Use of the said J. Z. and T. M. their Heirs and Assigns for ever, upon Trust and Confidence that the said J. Z. and T. M. and their Heirs, should at the full Age of the said T. H. Party to these Presents, convey and assure the said Messuage, Lands, Tenements and Premises, in, &c. unto the said T. H. Party hereunto, and the Heirs of his Body lawfully begotten, he the said T. H. making a good and sufficient general Release, touching the said Father's Estate, unto the said M. H. her Executors and Administrators: And in case the said T. H. Party to these Presents, should happen to die before his said Age, or refuse to make such Release, then upon Trust that the said J. Z. and T. M. and their Heirs, should convey and assure the said Messuage and Lands to such Person and Persons, and for such Estate and Estates, and in such Manner as the said M. by any Deed, Writing or Will under her Hand and Seal should direct, limit and appoint; and for Default of such Direction, Declaration or Appointment, should convey and assure the same unto the right Heirs of the said M. and upon Trust that the said J. Z. and T. M. and their Heirs, in the mean Time, and until such Conveyances and Assurances were made, should suffer the said M. in her own proper Person, and to her own proper personal Use and Behoof, to have, receive and take the Rents, Issues and Profits thereof, in such Manner, as that the said M. C. her then intended Husband, or any Person under him, might not, after their Intermarriage, have, receive, take, or any ways intermeddle with the Rents, Issues and Profits thereof, as by the recited Indenture of Lease and Release, Relation being thereunto had, more fully and at large it doth and may appear. And
where

whereas the said *M. C.* and *M.* afterwards inter-married, and the said *J. Z.* afterwards died, whereby the said Trust was solely vested and settled in the said *T. M.* and his Heirs. *And whereas*, by Indenture of Lease and Release dated, &c. made between the said *M. C.* and the said *M.* then his Wife, and the said *T. M.* of the one Part; and *S. J.* of, &c. and *T. M.* of, &c. the said *J. C.* and the said *T. H.* of the other Part; for the Considerations therein mentioned, the said *T. M.* by and with the Consent, Direction and Appointment of the said *M. C.* and *M.* his Wife, testified by their being Parties, and signing and sealing the last mentioned Indentures of Release, did grant, remise, release and confirm unto the said *S. J.* and *T. M. J. C.* and *T. H.* and their Heirs, the said Messuage, Lands, Tenements and Premisses in, &c. aforesaid, with other Lands, to the Use of the said *T. M. S. J. T. M. J. C. T. H.* and their Heirs, upon Trust and Confidence that they the said *T. M. S. J. J. C.* and *T. H.* or any two or more of them, and the Survivor and Survivors of them or any two or more of them, and the Heirs of the said Survivor, should at the full Age of the said *T. H.* Party to these Presents, convey and assure the said Messuage, Lands, Tenements and Premisses in *D.* aforesaid, unto the said *T. H.* Party to these Presents, and the Heirs of his Body lawfully begotten, he the said *T. H.* Party hereunto, making a sufficient General Release of all Accompts touching his said Father's said Estate to the said *M.* her Executors and Administrators. *And* in case the said *T. H.* Party hereunto, died before his said Age, or refused to make such Release, then upon Trust that the said *T. M. S. J. T. M. J. C.* and *T. H.* or any two or more of them, the Survivor and Survivors of them or any two or more of them, and the Heirs of such Survivor, should convey the said Messuages, Lands, Tenements and
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Premises in *D.* aforesaid, to such Person and Persons, and for such Estate and Estates, and in such Manner as the said *M.* by any Deed, Will or Writing of hers should limit or appoint; and for Default of such Direction should convey and assure the same to the right Heirs of the said *M.* And upon further Trust and Confidence that the said *T. M. S. J. T. M. J. C.* and *T. H.* and the Survivor and Survivors of them, in the mean Time, and until such Conveyances and Assurances were made, should suffer the said *M.* in her own proper Person, and to her own proper personal Use and Be-
hoof, to have, take and receive the Rents, Issues and Profits of the said Messuages, Lands, Tenements and Premises, so that the said *M. C.* or any under him, should not have, take and receive, or any Ways intermeddle with the said Rents, Issues and Profits, or any Part thereof, as in and by the said last mentioned Indenture of Release, Relation being thereunto had, it doth more plainly appear. And whereas the said *T. M. S. J.* and *T. M.* afterwards died, whereby the said Trust was solely vested and settled in the said *J. C.* and *T. H.* And whereas the said *M.* afterwards, that is to say, on or about, &c. died, having first made her Last Will and Testament in Writing, and the said *T. H.* Party to these Presents, to be sole Executor thereof; And whereas the said *T. H.* since the Death of the said *M.* hath attained the Age of 21 Years; And whereas the said *M.* after the making the said Indenture of Release as aforesaid, did not by any Will or Deed give any Directions whatsoever, as touching the said *T. M. S. J. T. M. J. C.* and *T. H.* their conveying and assuring the said Lands and Premises, or any Part thereof; And whereas the said *T. H.* Party to these Presents, is right Heir of the said *M.* Now this Indenture witnesseth, That the said *J. C.* and *T. H.* according to the Trust

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reposed in them as aforesaid, and at the special Instance and Request of the said *T. H.* Party hereunto, and for and in Consideration of the Sum of Five Shillings of lawful Money of this Realm to them the said *J. C.* and *T. H.* in hand paid by the said *T. H.* Party hereunto, have granted, bargained, sold, assigned, released and confirmed, and by these Presents do, &c. unto the said *T. H.* Party hereunto, his Heirs and Assigns, in his actual Possession now being, by Vertue of a Bargain and Sale to him thereof made by the said *J. C.* and *T. H.* bearing Date the Day before the Date hereof, and of the Statute for transferring Uses into Possession, the said Messuages, Lands, Tenements and Premises herein before particularly mentioned, situate in *D.* aforesaid, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said *J. C.* and *T. H.* of, in and to the said Premises, and of, in and to every Part and Parcel thereof; *To have and to hold* the said Messuage, Lands, Tenements and Premises in *D.* aforesaid, with their and every of their Appurtenances, unto the said *T. H.* Party hereunto, his Heirs and Assigns for ever, to the only proper Use and Behoof of the said *T. H.* his Heirs and Assigns for ever; [*and then add other usual Covenants.*] *In witness, &c.*

An Assignment of a Lease, by an Indorsement thereupon.

Memorandum, That I the within named *W. B.* for and towards Satisfaction of the Sum of 20*l.* by me due and owing unto *B. H.* of, &c. Gent. and for and in Consideration of the Sum of Five Shillings to me in hand paid at or before the sealing and executing of this Indorsement (the Receipt whereof I do hereby acknowledge,) have
for

for me, my Heirs, Executors and Administrators granted, bargained, sold, assigned and set over, and by these Presents do grant, &c. unto the said B. H. his Executors, Administrators and Assigns, as well this present and the within written Indenture, as also all the Messuages or Tenements, Hereditaments and Premises within mentioned to be demised or granted to me, and likewise all my Estate, Right, Title, Interest, Claim, Property and Demand of, in or to the same, which I now have or hereafter may have or claim of, in or to the same, either by Force, Vertue or Means of the within written Indenture, or otherwise howsoever. *Witness my Hand and Seal this 24th Day of December, 1715.*

An Assignment endorsed on a Lease for Years; and a Surrender thereof.

K Now all Men by these Presents, That for and in Consideration of the Sum of Five Shillings of lawful, &c. to the within mentioned J. P. in hand paid by J. C. Citizen and Mercer of London, and J. R. also Citizen and Mercer of London, at and before the Sealing and Delivery of these Presents (the Receipt whereof is hereby acknowledged,) and for divers other good Causes and Considerations him thereunto moving, He the said J. C. at the Request, and by the Direction and Appointment of the within named J. A. testified by her Sealing and Delivery of these Presents, hath surrendered, yielded up and released, And by these Presents doth fully and absolutely surrender, yield up and release unto the said J. C. and J. R. and their Heirs and Assigns, all and every the Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances within mentioned, and all the Estate, Right, Title, Trust, Interest, Term and Number of Years yet to come and

unexpired, and all Benefit, Property, Profit, Claim and Demand whatsoever, either in Law or Equity, of him the said *J. P.* in and to the same Messuages, Lands and Premises, together with the within written Indenture to be cancelled. And the said *J. P.* and also the said *J. A.* for the Considerations aforesaid, have, and each of them hath, for themselves, their Heirs, Executors and Administrators, remised, released and for ever discharged, and by these Presents do, and each of them doth, for themselves, their Heirs, Executors and Administrators, remise, release and for ever discharge all and every the said Messuage, Lands, and Premises, and also the said *J. C.* and *J. R.* and every of them, their and every of their Executors, Administrators and Assigns, off and from the Payment of the Sum of 100*l.* within mentioned, and all Arrears thereof. *In witness, &c.*

An Assignment of Dower.

THIS Indenture made, &c. Between *R. L.* Son and Heir of *O. L.* late of *S.* in the County of *S.* of the one Part; and *N. C.* and *J.* his Wife, who was the Widow and Relict of the said *O. L.* of the other Part. *Whereas* the said *O. L.* was in his Life-time, and at the Time of his Death, seized in his Demesne as of a Fee, of and in divers Lands and Tenements in *T.* and *W.* in the County aforesaid, which upon the Decease of the said *O. L.* descended unto the said *R. L.* Now this Indenture witnesseth, That the said *R. D.* hath endowed and assigned, and by these Presents doth endow and assign unto the said *N. C.* and *J.* his Wife, the third Part of all the said Lands and Tenements, to wit, &c. All that Messuage, *To have and to hold* unto the said *N. C.* and *J.* his Wife, for and during the natural Life of the said *J.* in Severalty by Metes and Bounds,

in the Name of Dower, and in Recompence and Satisfaction of all the Dower which the said J. ought to have of or in the said Lands and Tenements which were of the said O. L. in T. and W. aforeaid. *In witness, &c.*

An Assignment of several Bonds to a Trustee for a Widow, with Consent of her intended Husband, that the Money be at her Dispose after Marriage.

THIS Indenture Tripartite, made, &c. Between J. D. of, &c. of the first Part, S. G. of, &c. of the second Part, and O. W. of, &c. of the third Part. *Whereas* J. T. of, &c. did hertofore by one Writing obligatory (become bound unto the said S. G. in the penal Sum of 40 l.) bearing Date the 29th Day of October 1701, with Condition to be void upon the Payment of 20 l. 10 s. on the first Day of April then next following; And also by one other Obligation bearing Date the 18th Day of October 1704, is and standeth bound unto the said S. G. in the penal Sum of 240 l. with Condition to be void upon the Payment of 123 l. of lawful Money on the 19th Day of April then next following. *And whereas* A. T. of, &c. is likewise by one Obligation, bearing Date the 7th Day of, &c. bound unto the said S. G. in the penal Sum of 100 l. conditioned for the Payment of 51 l. on the 13th Day of November then next following. And also by one other Obligation (bearing Date the 13th Day of February 1706.) is and standeth bound unto the said S. G. in the penal Sum of 20 l. with Condition to be void upon Payment of 10 l. 5 s. upon the 11th Day of August then next following. Which several Principal Sums of Money in the several Conditions of the above recited Obligations, amount unto the Sum of 200 l. Relation to which said recited Obligations and the Conditions

thereof being had may more fully appear, and are yet due and owing unto the said S. G. Now this Indenture witnesseth, That a Marriage being intended, by the Grace of God, shortly to be had and solemnized between the said J. D. and S. G. in Consideration whereof, among other Things, it is agreed the said Sum of 200 l. Principal Money, in the Conditions of the recited Obligations mentioned, and the Interest thereof, shall be disposed in such Manner as herein after is expressed. And in Pursuance of the said Agreement, the said S. G. with the Consent of the said J. D. hath granted and assigned, and by these Presents doth grant and assign unto the said O. W. the several Writings obligatory before recited, and all and every the Sum and Sums of Money upon them due or to be due. And the said J. D. and S. G. do hereby constitute, make appoint, and in their Place and Stead put the said W. O. their true and lawful Attorney, for them, and in their Names, or in the Name of one of them, and to the Uses, Intents and Purposes herein after mentioned, to receive, have and take of and from the several Persons, Debtors before named, their Heirs, Executors and Administrators, all and every Sum and Sums of Money due or to be due as aforesaid; and also in the Name, Stead and Place of the said J. D. and S. G. to give and deliver Acquittances (unto the said several Persons, their Heirs, Executors and Administrators) or other legal Discharges for the said several Sum and Sums of Money, or any Part thereof so to be received, or otherwise deliver up the said several Writings obligatory to be cancelled. And for Default of Payment of the said several Sums of Money, the said several Persons, or either of them, their Heirs, Executors and Administrators respectively, in the Names of the said J. D. and S. G. to arrest, implead, imprison and condemn; and

out of Prison them or any or either of them to release and discharge. And the said *J. D.* and *S. G.* do covenant and grant for themselves, their Heirs, Executors and Administrators, to and with the said *O. W.* his Executors and Administrators by these Presents, That they the said *J. D.* and *S. G.* their Executors and Administrators shall and will allow, ratify and confirm all whatsoever the said *O. W.* shall lawfully do, or cause to be done in and about the Premises. And also that they the said *J. D.* and *S. G.* their Executors and Administrators, or any or either of them, shall not or will not at any Time hereafter annihilate, acquit, release or otherwise discharge or make void the Writings obligatory before mentioned, nor any of them, nor any Sum or Sums of Money thereupon due, nor any Action, Suit, Bill, Complaint, Judgment or Execution thereupon, nor for the same or any Part thereof to be had, brought, prosecuted or obtained, without the special Licence and Consent of the said *O. W.* his Executors or Administrators, therein or thereunto first had and obtained in Writing, or the Rule, Order or Decree of some Court of Law or Equity. And also that they the said *J. D.* and *S. G.* their Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, upon every reasonable Request, well and truly do and execute all and every such further lawful and reasonable Act and Acts, Thing and Things for Confirmation of these Presents; and for the further, better and more perfect authorizing and empowering the said *O. W.* his Executors and Administrators, to receive, have and take up all and every the Sum and Sums of Money now due, or which shall be due upon the several Writings obligatory aforesaid, to the Uses herein after mentioned. Provided always, and upon the special Trust and Confidence, and to this Intent and Purpose, That the

the said O. W. his Executors and Administrators, shall pay unto the said S. G. so much Money as the said O. W. shall receive for the Interest or Proceed of the said 200 l. during so long Time as the said J. D. and S. G. shall live and cohabit together. And the said J. D. for himself, his Heirs, Executors and Administrators doth hereby further covenant and grant to and with the said O. W. in Manner following, viz. That the whole Interest, Product or Proceed of the said 200 l. which the said O. W. his Executors or Administrators shall as afore-said, from Time to Time, and at all Times, accept, receive and take, he the said O. W. his Executors or Administrators, shall pay to the said S. G. as a Feme Sole. And the said S. G. is hereby authorized and impowered to receive and take the same, and fully to discharge the said O. W. his Heirs Executors and Administrators, and every or either of them, by her Acquittance or otherwise, with or without the Consent of the said J. D. as if she were a Feme Sole, and all the Residue of the Interest or Proceed of the said 200 l. together with the said principal Sum, to such Person or Persons as the said S. G. by any Writing under her Hand and Seal, with or without the said intended Husband, or by her last Will and Testament in Writing, shall appoint or direct; and for want of such Direction and Appointment, to the Executors or Administrators of the said S. G. Provided also, and it is agreed between all the Parties hereunto, That if the said O. W. his Executors or Administrators, shall receive any Part of the said principal Sum of 200 l. then he or they shall lend out the same again at Interest to such Person or Persons, and on such Security as the said S. G. by any Writing under her Hand and Seal, with or without the said J. D. shall direct. And that the said O. W. his Executors or Administrators, shall not be charge-

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able to answer any Interest or Profit of the said 200 l. or so much thereof as shall remain in his or their Hands unless in Default of such Direction. And also, That notwithstanding any Thing before in these Presents contained, it shall and may be lawful to and for the said O. W. his Executors and Administrators, out of any Interest Money by him or them to be received by Vertue of these Presents, to reimburse and retain to him and themselves all such Sum and Sums of Money as he or they shall necessarily expend or lay out, by Reason of any Suit or Suits in Law touching the Premises, not occasioned by any Breach of Trust by the said O. W. his Executors or Administrators. *In witness, &c.*

An Assignment made by a Vicar, of all Money owing to him for Tithes.

THIS Indenture made, &c. Between F. D. Clerk, Vicar of the Vicarage of St. Peter the Great, alias the Subdeanery within the City of C. in the County of S. of the one Part, and E. B. of the City of C. aforesaid, Taylor, of the other Part, *Witnesseth*, That the said F. D. hath made, ordained and appointed, and by these Presents doth make, ordain and appoint the said E. B. his true and lawful Attorney, for him and in his Name, Stead and Place, and to and for the only Use and Behoof of the said E. B. to ask, levy, recover, receive, have and take up, of and from all and every Person and Persons whatsoever, Debtors unto the said F. D. all and every Sum and Sums of Money due and owing to him for Tithes, Offerings or other Duties whatsoever, belonging to the Vicarage aforesaid. And the said E. B. doth hereby give and grant unto the said F. D. full Power and Authority for him the said F. D. and in his Name, Stead and Place, to give and deliver unto all and every the said

said Debtors, their Executors and Administrators' Acquittances or other legal Discharges for the several Sums of Money by them due and owing as aforesaid. And in Default of Payment thereof, for him the said *F. D.* and in his Name, Stead and Place, to arrest, implead, imprison and condemn all and every the said Debtors, their Executors and Administrators, for the said Tithes, Offerings and other Duties by them respectively owing, as aforesaid. And out of Prison them and every of them to release and discharge, and to take all the Benefit and Advantage of the said Tithes, Offerings and other Duties, and of all and every Sentence, Decree and Judgment for the same to be obtained, and to appoint one or more Attorney or Attornies under him, and to do all and every lawful Act and Thing tending to the Recovery of the said Tithes, Offerings and other Duties, as fully as the said *F. D.* his Executors or Administrators, may or can do. And the said *F. D.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *E. B.* his Executors, Administrators and Assigns, by these Presents, That he the said *F. D.* his Executors and Administrators, shall and will allow, ratify and hold for sure and good, whatsoever the said *E. B.* his Executors and Administrators, shall lawfully do, or cause to be done, in or about the Premises. And also that the said *F. D.* his Executors or Administrators, shall not at any Time hereafter do any Act or Thing whereby the said *E. B.* his Executors or Administrators, may be barred in Law, or obstructed or hinder'd from the recovering and receiving all the said Tithes, Offerings and other Duties, with Costs of Suit. And also that the said *F. D.* his Executors and Administrators, shall and will, upon every reasonable Request made, and at the Costs and Charges of the said *E. B.* his Executors and Administrators, well

and truly do and execute, or cause to be done and executed, all and every further or other lawful and reasonable Act or Thing, for the better or more full authorizing and empowering the said *E. B.* his Executors and Administrators, to recover and receive the said Tithes, Offerings and other Duties. And the said *E. B.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *F. D.* his Executors and Administrators by these Presents, That he the said *E. B.* his Executors and Administrators, shall and will, from Time to Time, and at all Times hereafter, save, defend and keep harmless the said *F. D.* his Executors and Administrators, off and from all Costs, Charges Damages and Expences, by Occasion of any Bill, Suit or Plaint, to be brought and prosecuted by the said *E. B.* his Executors or Administrators, in the Name of the said *F. D.* his Executors, or Administrators, for the said Tithes, Offerings and other Duties, or any Part thereof. *In witness, &c.*

An Assignment of a Judgment.

TO all, &c. I *F. J.* of, &c. send Greeting.
Whereas there is a Judgment for 400 *l.* on Record in the Court of Common Pleas at *Westminster* against *R. C.* of, &c. at the Suit of me the said *F. J.* as by the Records of the said Court, remaining in the Treasury at *Westminster*, it doth more at large appear, upon which Judgment Execution hath been lately sued forth. *Now know ye,* That I the said *J. F.* for divers good Causes and Considerations me hereunto moving, have granted, transferred, assigned and set over, and by these Presents do clearly and absolutely grant, transfer, assign and set over unto *J. F.* of, &c. his Executors, Administrators and Assigns, as well the said Judgment for the said, &c. aforesaid, as also all Benefit,

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Profit, Sum and Sums of Money and Advantage whatsoever, that now is, or hereafter shall or may be obtained by Reason or Means of the same, or of any Execution or Extent thereupon to be had, sued, executed or obtained, and all the Estate, Right, Title, Interest and Demand whatsoever, which I the said *F. J.* have or ought to have or claim, of, in or to the said Judgment, or any Sum of Money, Lands or Tenements, which by Vertue thereof, or of any Process or Execution thereupon sued or to be sued, is or which shall be recovered, obtained or gotten. And further, I the said *F. J.* do by these Presents make, ordain, constitute, authorize and appoint the said *J. F.* to be my true and lawful Attorney, for me and in my Name to sue and prosecute the Execution upon the said Judgment, and upon Composition or Agreement made concerning the Premises, to acknowledge Satisfaction, or to make and do any other Release or Discharge for the same; and all and every other Act and Acts, Thing or Things whatsoever, as shall be requisite in or about the Premises, I covenant, promise and agree to allow, establish and confirm by these Presents. And I the said *F. J.* for my self, my Executors and Administrators, do covenant, promise and agree to and with the said *J. F.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; that is to say, That I the said *F. J.* have never made, done or committed any Release or other Discharge of the said Judgment, or of any Extent or Execution, which hath been thereupon sued or executed, neither will or shall I the said *F. J.* my Executors or Administrators, at any Time hereafter make, commit or do any Release, Act or Thing whatsoever, whereby the said Judgment, or any Extent or Execution, which hath been thereupon sued or executed, or which shall be thereupon sued or

executed at any Time hereafter by the said F. J. or his Assigns, shall be in any Manner or Wise hurt, hinder'd, disabled, debarred or extinguished, without the Consent of the said F. J. his Executors or Assigns, thereunto first had in Writing, under their Hands and Seals. And farther, That I the said F. J. my Executors, Administrators and Assigns, shall and will, at all Times hereafter, on Request made, and at the Costs and Charges of the said J. F. and his Assigns, maintain, justify, allow and confirm all such lawful Actions, Suits, Process, Extents, Executions and Proceedings whatsoever, as have been or hereafter shall be brought, sued forth or prosecuted against the said R. C. his Executors or Administrators, his their or any of their Tenements, Lands and Goods, upon or by Reason of the said Judgment. And that the said J. F. his Executors and Administrators, shall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper Use and Behoof, all such Benefit, Sum and Sums of Money, Lands and Tenements, which by Vertue of the said Judgment, or of any Extents, Executions or Proceedings thereon, shall be recovered, obtained or gotten, without the Let, Suit, Trouble, Eviction or Disturbance of me the said F. J. my Executors or Administrators, and without any Accompt to me or them, or any of them, therefore to be made or given. In witness, &c.

An Assignment of a Lease.

THis Indenture made, &c. Between J. F. of, &c. of the one Part, and R. C. of, &c. of the other Part, witnesseth, That C. R. of, &c. in and by one Indenture of Lease bearing Date, &c. for the Consideration therein mentioned, did demise, grant, and to farm let unto the said J. F. [*recite the Lease*]

as in and by the said recited Indenture of Lease it doth more fully and at large appear: And this Indenture further witnesseth, That the said *J. F.* for and in Consideration of, &c. to him paid before the Ensealing and Delivery of these Presents, by the said *R. C.* the Receipt whereof he the said *J. F.* doth hereby acknowledge, and thereof, and of every Part thereof, doth hereby fully acquit, exonerate and discharge the said *R. C.* his Executors, Administrators and Assigns, Hath granted, bargained, sold, assigned and set over, and by these Presents doth grant, bargain, sell, assign and set over unto the said *R. C.* his Executors, Administrators and Assigns, all that, &c. and all the Estate, Right, Title, Interest, Possession, Term of Years to come, Claim and Demand whatsoever, which he the said *J. F.* now hath, or may, ought or should have or claim in or to the Messuage and Premises, with the Appurtenances aforesaid, by Force and Vertue of the said recited Indenture of Lease, *To have and to hold* the said, &c. and also the said recited Indenture of Lease, and all the Estate, Right, Title, Interest and Term of Years, before, in and by these Presents bargained, sold, assigned and set over unto the said *R. C.* his Executors, Administrators and Assigns, to his and their proper Use and Behoof, during the Residue of the said Term, by the Indenture of Lease granted and yet to come and unexpired, in as large, ample and beneficial Manner to all Intents and Purposes, as he the said *J. F.* now hath, or might, should or ought to have and enjoy the same, by Force and Vertue of the said recited Indenture of Lease or otherwise howsoever: And the said *J. F.* for himself, his, &c. doth covenant and agree to and with the said *R. C.* his, &c. That notwithstanding any Act or Thing by the said *J. F.* done to the contrary, the said recited Indenture of Lease is a good, sure, perfect

free and indefeasible Lease in the Law, at the Time of the Enfealing and Delivery of these Presents, and so shall stand, remain, continue and be unto the said R. C. his Executors, Administrators and Assigns, for and during the Remainder of the Term of Years thereby granted, unto the Rents and Covenants therein mentioned and contained; And also that the said R. C. his Executors, &c. paying the Rent reserved, and performing the Covenants, Conditions and Agreements in the above recited Lease contained, shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said, &c. for and during the Residue of the Term aforesaid, without the Let, Suit, Trouble or Interruption of him the said J. F. his, &c. or of any other Person or Persons, lawfully claiming or to claim any Right or Interest in the Premises, by from or under him, them, or any of them. *In witness, &c.*

An Assignment of an Annuity.

TO all, &c. I R. C. of, &c. send Greeting. *Whereas* J. F. of, &c. by his Deed indented, bearing Date, &c. for the Considerations therein mentioned, did give, grant and confirm unto me the said R. C. one Annuity or yearly Rent of, &c. to be issuing and going out of all and singular the Messuages and Tenements, Lands and Premises of the said J. F. situate and being in, &c. for the Term of the natural Life of me the said R. C. as in and by the said Deed indented it doth more fully and at large appear: Now know ye, That I the said R. C. for divers good Considerations me hereunto moving, have assigned and set over, and by these Presents do assign and set over unto F. J. of, &c. the said Annuity or yearly Rent of, &c. To have and to hold the said Annuity or yearly Rent

Rent of, &c. aforesaid, unto the said F. J. and his Assigns, in as large and ample Manner and Form as I the said R. C. may or ought to have and enjoy the same by Vertue of the said Deed indented, or any Thing therein contained, together with the said Deed indented, &c. *In witness, &c.*

An Assignment of certain Debts by an Administratrix to Creditors.

TO all, &c. I R. C. of, &c. Administratrix of all and singular the Goods, Chatties, Rights, Credits and Debts of B. C. my late Husband, deceased, send greeting. *Whereas* the said B. C. my late Husband, in his Life-time stood indebted unto, &c. and to every of them severally in certain several Sums of Money; *Know ye* therefore, That I the said R. C. intending as much as in me lies to give Content and Satisfaction to them and every of them, Have given, granted, bargained, assigned and set over, and by these Presents do fully, clearly and absolutely, &c. unto the said, &c. his Executors, Administrators and Assigns, all and every the Book-Debts, Specialties and Obligations mentioned in a Schedule hereunto annexed, which are due and owing unto me the said R. as Administratrix, by one T. A. of, &c. and one A. T. of, &c. and by such their Sureties, as in the said Writings and Obligations are named, as in and by the said, &c. it doth more at large appear, together with all and every Sum and Sums of Money, Profits and Advantage that shall or may arise, come or be had of or by the said Book-Debts, Obligations and Writings, and every of them, and all my Right, Title, Interest, Property, Claim and Demand in and to the same, or any Part thereof; *And* I the said R. C. do for my self, my Executors, Administrators and Assigns, covenant and promise to and with the said, &c.

and

and every of them, their and every of their Executors, Administrators and Assigns, That I the said R. C. have not released or any way discharged the said Book-Debts, Obligations or Writings, or any of them, or any Sum or Sums of Money in them, or any of them mentioned; and I the said R. C. do covenant and promise for my self, my Executors, Administrators and Assigns, That neither I nor they, nor any of them, shall or will, at any Time hereafter release or discharge the said Book-Debts, Obligations, &c. or any Sum or Sums of Money in any of them mentioned, without the Consent of, &c. first thereunto had and obtained; And that I the said R. C. my, &c. shall and will permit and suffer the said, &c. jointly and severally, at their Costs and Charges, to commence and prosecute all and every such lawful Actions and Suits as shall by them or any of them, their or any of their Executors, Administrators or Assigns, be thought requisite and necessary for the receiving of the said Debts or any of them, and the said Actions will now aver, justify and maintain; And that the said, &c. their, &c. shall and may quietly have, possess and enjoy, to their own proper Use, all and every such Sum and Sums of Money which shall be recovered and obtained by Reason of the same, and shall have full Power and Authority, in my Name, to acquit, release and discharge the same upon the Payment of any of the said Debts so due as aforesaid. *In witness,*
 &c.

Note, This would be better done by Indenture.

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An Assignment of a Statute by an Administrator to
two Creditors.

THIS Indenture, &c. Between R. C. of, &c. Ad-
ministrator of the Goods and Chattels of C. R.
late of, &c. of the own Part, and J. F. of, &c.
and F. J. of, &c. of the other Part. *Whereas* the
said C. R. at the Time of his Death stood indebted
unto the said J. F. in the Sum of 200 l. Principal
Money, and to the said F. J. in the Sum of 400 l.
Principal Money, besides Interest for each of the
said Debts; *And whereas* J. V. of, &c. in and by one
Recognizance or Statute, in the Nature of a Sta-
tute Staple, bearing Date the Tenth Day of March,
in the first Year of the Reigh of, &c. and taken
and acknowledged before Sir H. B. Knight, then
Lord Chief Justice of his Majesty's Court of
Common Pleas at Westminster, is and standeth
bound unto the said C. R. in the Sum of, &c. of
lawful Money of G. Britain, payable at the Feast of
St. Michael the Arch-Angel then next ensuing,
as by the said Statute more at large appeareth.
Now this Indenture witnesseth, That the said R. C.
for and towards the Payment and Satisfaction of
the said Debts due to the said J. F. and F. J. hath
given, granted, assigned and set over unto the said
J. F. and F. J. their Executors, Administrators and
Assigns, the said Recognizance or Statute, and all
his Right and Interest therein, and all Actions, Ex-
tents and Executions to be had and prosecuted
upon the same, in as large and ample Manner
and Form as he the said R. C. hath, or at any Time
hereafter may or might have by Force of the said
Statute: And further, The said R. C. doth by these
Presents constitute, authorize and make the said
J. F. and F. J. his true, irrevocable, lawful Attor-
ney and Attornies, jointly and severally to sue
and

and prosecute all Manner of Actions, Suits, Demands and Executions, in and upon the said Statute or Recognizance, in the Name of the said R. C. his Executors or Administrators, and to receive and recover the said Sum of, &c. in the said Statute mentioned, and all other Sum and Sums of Money, Benefit and Advantage, which shall or may lawfully be had or gotten upon the said Statute or Recognizance, authorizing them and every of them by these Presents, to retain such Counsellors and Attornies for the executing of the said Suits, Extents and Executions as shall be requisite and necessary; And to execute all and every other lawful Act and Acts whatsoever, which shall be meet and expedient in and about the Premises; And the said R. C. doth for himself, his Executors and Administrators, covenant, promise and grant to and with the said J. F. and F. F. their and every of their Executors and Administrators, That he the said R. C. his Executors and Administrators, shall and will permit, suffer, justify, allow and maintain all such lawful Actions, Suits, Extents and Executions as the said J. F. and F. F. or any of them, their Executors, Administrators or Assigns, shall and will sue or prosecute for the levying, taking and receiving of the said Sum of, &c. contained in the said Statute, in the Name of the said R. C. his Executors or Administrators; And that all Sums of Money, Recoveries and Executions to be had and obtained upon the same, by any Suit, Action or Execution, or otherwise, shall be to the only Use of the said J. F. and F. F. their, &c. to be divided between them proportionably according to their several Debts, in as large and ample Manner and Form as the said R. C. might have had the same; And that he the said R. C. hath not, neither shall or will he, his Executors, Administrators or Assigns, at any Time hereafter

release or discharge the said Debt contained in the said Statute, nor any Action, Extent, or Execution to be had upon the same, nor do any other Act in Prejudice of the same: And further, That the said R. C. his Executors and Administrators, shall at any Time during the Space of three Years next after such Time as the said Statute shall be executed by Way of Extent, make, or cause to be made, to the said J. F. and F. J. their Executors, Administrators or Assigns, to the only Use and Behoof of them the said J. F. and F. J. on Request to be made by and at the Costs and Charges in the Law of them the said J. F. and F. J. their Executors, Administrators and Assigns such Assurance and Conveyance of the Land which shall be extended and put in Execution upon the said Statute, as shall be reasonably devised by the said J. F. and F. J. or either of them, their Executors, Administrators or Assigns; or their or any of their Counsel learned in the Law, discharged of all Incumbrances by the said R. C. his; *&c.* In witness, &c.

An Assignment of several Leases to two Assignees made Tenants in Common, and not Jointenants.

THIS Indenture tripartite made, *&c.* between *G. D.* of, *&c.* of the first Part, *T. H.* of, *&c.* of the second Part, and *R. H.* of, *&c.* of the third Part, witnesseth; That *R. F.* late of, *&c.* by his Indenture of Lease, bearing Date the 10th Day of, *&c.* in the 4th Year of the Reign of the late Queen Anne, did demise, grant, and to Farm let unto, *&c.* (and so recite all the Leases) which said several Indentures of Lease, with the respective Estates, Interest, Term and Terms of Years of the aforesaid *G. H. J. K.* and *L. M.* of and in the said Messuage, Lands, Tenements, and other all and singular the Premises, with the Appurtenances before herein specified, afterwards by good and sufficient Conveyances and Assurances in
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the Law, did vest and come unto the said J. D. who is now lawfully possessed of all the said Messuages, Lands, Tenements and Premisses, with the Appurtenances, for and during all the Residue of the respective Terms of Years, in and by the said several Indentures of Lease granted, as are yet to come and unexpired. And this Indenture further witnesseth, That the said J. D. for and in Consideration of 340*l.* of lawful Money of Great Britain, to him by the said T. H. and R. H. before the Sealing and Delivery hereof, well and truly in hand paid; Hath granted, bargained, sold, assigned and set over, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said T. H. and R. H. the said Messuage, Lands, Tenements, and other all and singular the Premisses, with the Appurtenances, in and by the several before mentioned Indentures of Lease demised; together with the said Indentures of Lease, and all the mean Assignments thereof made; and all the Estate, Right, Title, Interest, Term and Terms of Years, Possession, Reversion, Claim and Demand whatsoever of him the said J. D. of, in and to the said Messuage, Lands, Tenements and Premisses: To have and to hold the Moiety, or one half of all the said Messuage, Lands, Tenements and Premisses, with the Appurtenances, unto the said T. H. his Executors, Administrators and Assigns, from the making of these Presents, for and during all the Residue of the several Terms of Years in and by the several before mentioned Indentures of Lease granted, as are yet to come and unexpired. (*The like Habendum of the other Moiety to R. H.*) And the said J. D. doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said T. H. and R. H. their Executors, Administrators and Assigns, by these Presents, That they the said T. H. and R. H. their Executors, Administrators and Assigns, by Moieties respectively, as aforesaid, shall, or lawfully

fully may from Time to Time, and at all Times, for and during all the Residue of the several Terms of Years, in and by the several before mentioned Indentures of Lease granted, as are yet to come and unexpired, under the Reservations, Conditions and Agreements in the said several Indentures of Lease contained, peaceably and quietly have, hold, use, occupy, possess, enjoy and keep all the said Messuages, Lands, Tenements and Premisses, with the Appurtenances, before in these Presents mentioned to be bargained, sold or assigned, without any Let, Trouble, Interruption or Contradiction of or by the said J. D. his Executors, Administrators or Assigns; and without any lawful Let or Interruption of or by any other Person or Persons, having or lawfully claiming, or which shall or may have or lawfully claim, any Estate, Right, Title or Interest, of, in or to the said Messuage, Lands, Tenements and Premisses, with the Appurtenances, or any Part thereof, in, by, for, from or under the said J. D. his Heirs, Executors or Administrators, or by or with his or their Consent, Privity or Procurement. And also, That the said Messuage, Lands, Tenements and Premisses now are, and during all the Remainder of the said several Terms of Years, shall remain, continue and be unto the said T. H. and R. H. their Executors, Administrators and Assigns, by Moiety respectively, as aforesaid, free, clear and clearly acquitted and discharged of and from all former and other Gifts, Bargains, Sales, Surrenders, Forfeitures, Charges, Titles, Troubles, Burthens and Incumbrances whatsoever, had, made, committed, done or suffered by the said J. D. his Executors, Administrators or Assigns. And also, That the said J. D. his Executors and Administrators, and all and every other Person and Persons, having or lawfully claiming, or which shall or may have or lawfully claim, any Estate, Right, Title or Interest of, in or to the said Messuage, Lands, Tenements and Premisses, with the Appurtenances, in, by,

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from or under the said *J. D.* shall and will, upon every reasonable Request, during the Space of ten Years next coming, at the Costs and Charges in the Law of the said *T. H.* or *R. H.* their Executors, Administrators or Assigns, well and truly do, acknowledge, suffer and execute all and every further lawful and reasonable Act and Acts, Thing and Things, Conveyance and Assurance in the Law whatsoever, for the further, better and more perfect Assurance, Surety, and more sure making and conveying all the said Messuage, Lands, Tenements and Premises, with the Appurtenances, unto the said *T. H.* and *R. H.* their Executors, Administrators and Assigns, by Moieties respectively, as aforesaid, for and during all the Rest, Residue and Remainder of the said several Terms of Years as are yet respectively to come and unexpired. *In witness, &c.*

An Assignment by a Mortgagee of a Term for Years.

THIS Indenture made, &c. between *J. F.* of, &c. of the one Part, and *R. C.* of, &c. of the other Part, witnesseth; *That whereas F. J.* by his Indenture, bearing Date, &c. (and so go on with the Recital;) And whereas in the said recited Indenture of Assignment, there is a Proviso or Condition contained for Redemption of the Premises upon Payment of One hundred Pounds of, &c. on the 10th Day of *March*, which then should be, and since has been in the Year of our Lord, &c. as in and by the said Proviso or Condition, relation being thereunto had, doth more fully appear; Which said Sum of One hundred Pounds, or any part thereof, was not paid or tendred to or for the said *J. F.* at the Day in the Proviso of Redemption limited for Payment thereof, and yet remaineth unpaid; by Reason whereof the said Messuage, and other the Premises, and the whole Estate, Right, Title and Interest of the said *F. J.* in and to the same became forfeited unto

unto the said J. F. and he thereby was and now is, and shall lawfully be interested and possessed in and of the said Premises, and of and in every Part thereof, during the Residue and Term of Years which then were and now are to come and unexpired, of the Term granted to the said F. J. in and by the said Indenture of Demise above mentioned. Now this Indenture further witnesseth, That the said J. F. for and in Consideration of the Sum of, &c. to him in hand paid by the said F. J. at and before the Ensealing and Delivery of these Presents, whereof and wherewith the said J. F. doth acknowledge, &c. Hath granted, bargained, sold, assigned and set over, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, assign and set over unto the said R. C. his Executors, Administrators and Assigns, as well the said Messuage, Tenement, &c. and all other the Premises, with the Appurtenances whatsoever, in and by the said Indenture of Demise granted to the said J. F. as aforesaid: And also all the Estate, Right, Title, Interest, Property, Possession, Term of Years, Claim and Demand whatsoever, which he the said J. F. his Executors, Administrators or Assigns now hath, may or ought to have or claim in or to the said Messuage and Premises, or any Part thereof, by Force and Vertue of the said Indenture of Mortgage or Assignment above-recited, or of any Thing therein mentioned or contained; Together with the said Indenture of Mortgage or Demise aforesaid, and all other Writings relating to or concerning the same; To have and to hold the said, &c. unto the said R. C. his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, in as large, ample and beneficial Manner and Form, to all Intents and Purposes as he the said J. F. now hath, or might or ought to have and enjoy the same, by Force and Virtue of the said Indenture of Lease, or the said Indenture of Mort-

Mortgage aforesaid, or either of them, or any Thing therein mentioned or expressed, or otherwise howsoever. (*A Covenant for Discharge of Incumbrances, &c.*) In witness, &c.

Note, If the Assignor be not in Possession, nothing will pass unless such Assignment be sealed and executed on the Premises.

An Assignment of a Chamber in an Inn of Court.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part. *Whereas* in and by a certain Writing made and dated at *Lincolns-Inn*, on, &c. which was in the Years, &c. The Benchers of the said Society, according to their usual Custom, did order that the said *A. B.* should have a Lease of all that Chamber up one Pair of Stairs, Number, &c. in, &c. Court, belonging to *Lincoln's-Inn* aforesaid, for the Term of 21 Years to commence at, &c. then next ensuing, under the yearly Rent of, &c. as by the said Order may appear: *And whereas* in pursuance of the said Order a Lease of the said Chamber has been since made and granted to the said *A. B.* for the Term of 21 Years, &c. *Now this Indenture* witnesseth, That the said *A. B.* for and in Consideration of the Sum of, &c. of lawful Money of *Great Britain*, to him in Hand paid before the Ensealing and Delivery hereof, the Receipt whereof he doth hereby acknowledge, hath granted, bargained, sold and assigned, and by these Presents doth grant, &c. to the said *C. D.* his Executors, Administrators and Assigns, all that the Chamber aforesaid (and also the Goods, &c.) and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A. B.* of, in and

and to the same, or any Part thereof. *To have and to hold* the said Chamber, with the Appurtenances to the said C. D. his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 21 Years therein to come and unexpired. *And to have and to hold* the Goods, &c. therein being, to the said C. D. &c. And the said A. B. doth by these Presents, for himself, his Executors and Administrators, covenant, promise and grant to and with the said C. D. his Executors, Administrators and Assigns, that he the said A. B. hath good Right, Power and Authority to grant and assign the said Chamber, Goods and Premises in Manner before expressed. And that the same are free and clear of all former Gifts, Grants, Assignments, Incumbrances, Arrears of Rent and Duties payable to the said Society of *Lincoln's-Inn*, or any the Officers or Ministers thereof, or otherwise howsoever. And that he the said A. B. his Executors and Administrators shall and will, within five Years next, at the reasonable Request, and at the Charges of the said C. D. make and execute such further Acts and Assurances for the better assigning and Assuring of the said Chamber and Premises to the said C. D. as by him the said C. D. or his Counsel shall be reasonably devised, advised or required. *In witness, &c.*

An Assignment of a Patent.

THIS Indenture made, &c. Between A. B. of the own Part, and C. D. of, &c. of the other Part. *Whereas* the said A. B. hath by his long Study and Experience invented, &c. by a new unusual Engine never before known or used in the Kingdom of *England*. *And whereas* by Letters Patents, bearing Date, &c. his present Majesty King

George hath given and granted unto the said *A. B.* his Executors, Administrators and Assigns, and his and their Deputy and Deputies, Servants and Agents, special Licence, full Power and Authority to use, exercise and enjoy the said Invention of, &c. which he the said *A. B.* hath found out and attained as aforesaid, within any Place or Places whatsoever, in or belonging to the Kingdom of *England*, &c. in such Manner, and according to such Limitations as to him the said *A. B.* his Executors, Administrators and Assigns, or any of them, shall think fit and convenient. And that he the said *A. B.* his Executors, Administrators and Assigns, shall and may have and enjoy the sole Benefit, Profit and Advantage from Time to Time coming, growing and arising by Reason or Means of the said Invention, during the Term of 14 Years from the Date of the said Letters Patent, with a Prohibition to all Persons whatsoever, other than the said *A. B.* his Agents or Assigns, to use the said Invention, or any Thing thereunto belonging; as in and by the said Letters Patent inrolled in his Majesty's High Court of Chancery more fully may appear. *Now this Indenture witnesseth*, That the said *A. B.* for and in Consideration of the Sum of, &c. to him in Hand paid by the said *C. D.* the Receipt whereof is hereby acknowledged (or for and in Consideration that the said Letters Patent were past at the Cost and Charge of the said *C. D.* &c.) hath granted, assigned and set over, and by these Presents doth grant, &c. unto the said *C. D.* his Executors and Administrators, one Moiety or half Part of the Right, Title, and Interest of him the said *A. B.* of, in and to the Invention of, &c. aforesaid, granted by the aforesaid Patent, to hold the same in as ample and beneficial Manner to all Intents and Purposes as he the said *A. B.* by Vertue of the said Letters Patents, may or might have the same if this present Assign-
ment

ment had not been made for and during all the said Term of 14 Years, mentioned in the said Letters Patent. And the said *A. B.* doth by these Presents constitute and appoint the said *C. D.* his Assignee and Grantee, of and for one Moiety of the said Invention, and the Profits thereof (according to the Power given to the aforesaid *A. B.* by the said Letters Patent) for the said Term of 14 Years, granted by the said Patent. And the said *A. B.* doth covenant to and with the said *C. D.* that he the said *A. B.* and the said *C. D.* shall by Vertue of these Presents become Joint-partners in executing and using the said Invention and the Powers given by the aforesaid Patent, for the Term aforesaid. And that the said *C. D.* shall have, take and receive one half Part or Share of the clear Profit and Advantage that may or shall be made for or by Reason of the new Invention of, &c. aforesaid, as likewise one half Part or Share of the Interest of and in the said Patent. And the said *A. B.* to have and enjoy the other Moiety thereof to his own proper Use and Benefit. And the said *A. B.* doth also covenant for himself, his Executors and Administrators, that he the said *A. B.* his Executors and Administrators, at and upon every reasonable Request of the said *C. D.* his Executors and Administrators, shall and will, do and execute all and every Act and Acts, Thing and Things for the better assigning and assuring of the Moiety of the Interest of the Patent above-mentioned to the said *C. D.* his Executors, Administrators and Assigns. And lastly, it is mutually covenanted and agreed by and between the said Parties to these Presents, that neither of them the said *A. B.* or *C. D.* shall without the Consent of the other first had and obtained, constitute and appoint any Person or Persons to be their Assigns, Deputies or Agents, for the exercising the

said Invention, or any Thing belonging thereunto. But that all such Persons as shall be assigned or deputed Agents or Servants for carrying on the said Work, shall be assigned or deputed by the Consent of both Parties. And also, that neither of them the said Parties to these Presents, their Executors, &c. shall assign over their respective Interests in the said Patent, or any Part thereof, to any Person or Persons whatsoever, without first offering the same to the other of the said Party's, and a Refusal of that Party to whom the Tender is made, to give the Party desiring to dispose of his Part, as great Consideration as any other Person shall really and *bona fide* offer. *In witness, &c.*

An Assignment of a Bond.

TO all, &c. Whereas R. C. of, &c. in and by one Obligation or Writing obligatory, bearing Date, &c. standeth bound to the said J. F. his Executors, Administrators and Assigns, in the penal Sum of twenty Pounds, with a Condition thereunto annexed for the Payment of ten Pounds of, &c. on the 10th Day of *March* next ensuing the Date of the said Obligation, as by the said Obligation and Condition it doth more fully appear: *Now know ye*, That I the said J. F. for divers good Causes and Considerations me hereunto moving, Have bargained, sold, assigned, and set over, and by these Presents do fully, clearly and absolutely bargain, sell assign and set over unto J. F. of, &c. his Executors, Administrators and Assigns, as well the said Obligation, as the said Sum of Money therein mentioned, to the proper Use and Behoof of the said F. J. his Executors, Administrators and Assigns, and without any Accompt therefore to be given unto me the said J. F. my Executors, Administrators or Assigns, or any of them. *In witness, &c.*

An Assignment of a Judgment, with a Letter of Attorney.

THIS Indenture made, &c. between *A. A.* of, &c. Administrator of *B. A.* late of, &c. Gent. deceas'd, of the one Part, and *W. M.* of, &c. of the other Part: *Whereas* the said *B. A.* deceas'd, in *Trinity-Term*, in the Year of, &c. did obtain a Judgment in His Majesty's Court of, &c. against *M. M.* deceas'd, then late of, &c. for 80 l. Debt, besides Costs of Suit, as by the Records of the said Court may appear: *Now this Indenture witnesseth*, That the said *A. A.* for and in Consideration of the Sum of, &c. of lawful, &c. to him in Hand paid at or before the Ensealing and Delivery of these Presents by the said *W. M.* (the Receipt whereof is hereby acknowledged, &c.) Hath assigned, transferred and set over, and by these Presents doth, &c. unto the said *W. M.* his Executors, Administrators and Assigns, the said Judgment, and all and every Sum and Sums of Money due and to be due thereon;) And all the Estate, Right, Title Interest, Claim and Demand whatsoever, both in Law and Equity, and otherwise howsoever, of him the said *A. A.* of, in and unto the said Premises; To have and to hold the said Judgment, and all and every Sum and Sums of Money due and to be due thereon, and the Premises herein before mentioned, or intended to be hereby assigned or transferred unto the said *W. M.* his Executors, Administrators and Assigns: And for the better enabling the said *W. M.*, his Executors, Administrators and Assigns, to obtain, recover and receive the Money due and to be due on the said Judgment; He the said *A. A.* hath made, ordained, authorized, constituted and appointed, and by these Presents doth, &c. and in his Stead and Place put and appoint the

the said *W. M.* his Executors, Administrators and Assigns, to be his true and lawful Attorney and Attornies, Deputy and Deputies, irrevocable, for him and in his Name, and to the Use and Behoof of the said Attorney and Attornies, to ask, demand, sue for, recover, levy and receive of and from all and every Person and Persons whatsoever, whom it doth or may concern, All and every Sum and Sums of Money due and to be due on the said Judgment; and upon Receipt thereof, or any Part thereof, Acquittances, or other sufficient Discharges, to give for the same; and for Default or Neglect of Payment thereof, or of any Part thereof, to sue for, obtain and recover the same; and to compound, release and agree the same: Giving and hereby granting unto the said Attorney and Attornies, his the said *A. B.*'s, full and whole Power in, for, touching or concerning the said Premises; and to do, or cause to be done, all and every such lawful Act and Acts, Thing and Things, in and about the same, as the said Attorney or Attornies shall do, or cause to be done in or about the Premises by Vertue of these Presents. *In witness, &c.*

An Assignment of divers Executions and Ex-tents, &c.

THIS Indenture tripartite, made, &c. between *G. H.* of the Town of *Shrewsbury* in the County of *Salop*, Gent. of the first Part, *Sir J. T.* of *B.* in the County of *M.* Kt. and *J. M.* of the said Town of *Shrewsbury*, Merchant, of the second Part, and *L. G. &c.* of the third Part. *Whereas* by an Inquisition taken at the *Guild-Hall*, *London*, the 15th Day of *May* last past, by Vertue of his Majesty's Writ of Ex-tent dated the same Day, the said *J. M.* and one

W. N. of the City of *Exon*, Esq; are respectively found indebted to the said *G. H.* as his Majesty's Receiver General for the said County of *Salop*, for the Aid granted to His Majesty the 9th and 10th Years of His Reign, by an Act of Parliament, Intituled, (*An Act for Granting to His Majesty the Sum of One million four hundred eighty four thousand and fifteen Pounds, one Shilling and eleven Pence three Farthings*;) in the Sum of 720 *l.* for the like Sum received by the said *J. M.* and *W. N.* for the Use of the said *G. H.* and is found to be received by him the said *G. H.* for the Use of our Sovereign Lord the King, out of the Aid aforesaid: And by the same Inquisition the said Sir *J. T.* is found indebted to *Charles Shales* of London, Goldsmith, in Trust for the Use of the said *G. H.* as Receiver General aforesaid, in the several Sums of 100 *l.* 65 *l.* 75 *l.* 70 *l.* 80 *l.* 60 *l.* 90 *l.* and 95 *l.* for the like Sums of Money received by the said *G. H.* for the Use of our Sovereign Lord the King. And whereas since the said Inquisition, the said several Sums thereby found are ordered to be seized into His Majesty's Hands, and an immediate Extent hath been awarded against the said *W. N.* And a Writ or Writs of *Scire Facias* hath been awarded against the said Sir *J. T.* and *J. M.* to shew Cause why His Majesty should not have Execution against them respectively for Recovery of the Sums found against them: And they the said Sir *J. T.* and *J. M.* have appeared and pleaded thereto, as by the said Extents, Inquisition, and other Proceedings thereon, Relation being thereunto had, more fully and at large may appear. And whereas there was no more due to the said *G. H.* than 720 *l.* in the whole; And the said Debt was contracted and became due upon Account of certain Bills of Exchange drawn by the said

said *W. N.* upon the said Sir *J. T.* and indorsed
 and negotiated by the said *J. M.* at the Request
 of the said *W. N.* for the proper Debt and Ac-
 compt of them the said Sir *J. T.* and *W. M.* And
 the said *W. N.* having absconded himself, &c. the
 said Sir *J. T.* before the Sealing and Delivery of
 these Presents, hath paid to the said *G. H.* the said
 Sum of 720 *l.* And also the Sum of for the
 Costs and Charges in prosecuting the said Extent.
And whereas it was and is agreed, That the said
 Extent, and the Benefit and Advantage thereof,
 should be assigned over unto the said *A. B. &c.*
 for obtaining His Majesty's Aid thereupon, to be
 prosecuted and made use of against the said *W. N.*
 for and towards Payment of such Debts as are due
 and owing by the said *W. N.* he the said *A. B. &c.*
 and other Creditors, which were contracted by the
 said *W. N.* in negotiating Bills of Exchange, remit-
 ting of Money, and in the other Transactions late-
 ly carried on by him the said Sir *J. T.* and his E-
 state, as shall be thought necessary: But upon this
 special Trust and Confidence, that no Execution,
 Extent, Attachment, *Levari*, or other Process
 whatsoever, shall at any Time hereafter, for and
 during the Space of 1000 Years, from the Date
 hereof to be accompted, be sued out, prosecuted,
 awarded, executed, levied or made use of against
 the said Sir *J. T.* and *J. M.* or either of them, their
 or either of their Heirs, Executors or Administra-
 tors, or his, their, or either of their Goods and
 Chattels, Lands, Tenements, or Hereditaments;
 or whereof or wherein they or either of them are
 now, ever were, or at any Time hereafter shall
 be seised, possessed, interested and intituled by any
 Ways or Means, Right or Title whatsoever. *Now*
this Indenture witnesseth, That for and in Consi-
 deration of the Sum of 780 *l.* of lawful Money of
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G. Britain to him the said *G. H.* in Hand, at and before the Sealing and Delivery of these Presents by the said Sir *T. J.* well and truly paid; The Receipt whereof he the said *G. H.* doth hereby acknowledge, and himself therewith fully satisfied, contented and paid; He the said *G. H.* hath granted, bargained, sold, transferred, assigned and set over, and by these Presents doth fully and absolutely grant, bargain, sell, transfer, assign and set over unto the said *A. B. &c.* their Executors, Administrators and Assigns, the said several Extents and Inquisitions, and all and every the Sum and Sums of Money thereon due or to become due; And all the Right, Title, Interest, Benefit of his Majesty's Aid, Profit, Advantage, Claim and Demand whatsoever of him the said *G. H.* of, in and unto the same, or any and every Part thereof; To have, hold, receive, perceive and enjoy the said several Extents, and all and every the Sum and Sums of Money thereon due or to become due, and every Part thereof, unto them the said *A. B. &c.* their Executors, Administrators and Assigns, as their own proper Right and Title for ever: And the said *G. H.* doth by these Presents nominate, authorize and appoint the said *A. B. &c.* as his true and lawful Attornies in his Name, or in the Name of his Majesty, or otherwise, as shall be judged necessary, to require, recover, ask and demand the said several Sums of Money in the said Inquisitions or Extents mentioned of and from the said *W. N.* his Executors, Administrators or Assigns, and to sue forth and prosecute any Writ or Writs, Extents, Executions or other Process, or otherwise proceed upon the said Inquisitions or Extents against the said *W. N.* his Executors, Administrators or Assigns, or his or their Lands or Tenements, Goods or Chattels, and to discharge, release or vacate such Extents and Inquisitions, or any Proceeding thereon, as
fully

fully and effectually as he the said G. H. might or could do if these Presents had never been had or made: And the said G. H. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said A. B. &c. their Executors, Administrators and Assigns, by these Presents, in Manner and Form following; that is to say, That the said Extents and Inquisitions are now in full Force and Effect unvacated, unsatisfied and undischarged: And that the said G. H. his Executors, Administrators or Assigns, shall not, nor will not at any Time hereafter receive or take all or any Part of the Monies due or to become due upon or by Vertue of the said Inquisitions or Extents, or either of them, or vacate, annul, discharge, revoke, stop, supersede or make void the said Extents or Inquisitions, or any Proceedings that shall be had, made or taken thereupon without the Consent of the said A. B. &c. their Executors, Administrators or Assigns, in Writing under their Hands for that Purpose first had, and obtained: And that he the said G. H. his Executors, Administrators and Assigns, shall and will, from Time to Time, and at all Times hereafter at the Request, Costs and Charges of them the said A. B. &c. their Executors, Administrators or Assigns, do, commit and execute, or cause to be done, committed and executed any further and other lawful and reasonable Act, Matter and Thing whatsoever, for the further and better ratifying and confirming of these Presents, and for the maintaining, justifying and supporting all lawful and regular Proceedings that shall at any Time hereafter be had, made or taken upon the said Inquisitions and Extents, or either of them, by Vertue of these Presents. *Provided* always, and it is hereby covenanted, concluded and agreed by and between

tween all the said Parties to these Presents, and it is the true Intent and Meaning of these Presents; And the said *A. B. &c.* for themselves severally and respectively, and for their several and respective Executors, Administrators and Assigns, do by these Presents covenant, promise, grant and agree to and with the said Sir *J. T.* and *J. M.* jointly and severally, and to and with their joint and several Executors, Administrators and Assigns, That no Extent, Execution, Attachment, or other Process upon the said Inquisitions or Extents, or either of them, shall at any Time hereafter during the Space of Ten thousand Years, from the Date hereof to be accompted, be sued out, prosecuted, awarded, levied, executed or made use of against them the said Sir *J. T.* and *J. M.* or either of them, their or either of their Heirs, Executors or Administrators, or his, their or either of their Goods or Chattels, Lands, Tenements or Hereditaments, or whereof or wherein they or either of them, are now, ever were, or at any Time hereafter shall be seised, possessed, interested or intituled by any Ways or Means, Right or Title whatsoever. *In witness, &c.*

Awards.

MVSEVM
BRITANNICVM

A Form of an Award most usual

TO all Christian People to whom this present Writing shall come, *J. F.* and *R. C.* of, &c. send greeting. *Whereas* divers Controversies and Debates have been, and yet are depending between *R. D.* and *M. C.* for the appeasing and determining whereof the said Parties have submitted themselves, and are become bound each to other by their
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several Obligations dated, &c. in the Sum of, &c. with Conditions unto the said Obligations annex'd, for Performance of the Award, Arbitrament, Determination and Judgment of us the said J. F. and R. C. Arbitrators indifferently elected and chosen, as well on the Part and Behalf of the said R. D. as on the Part and Behalf of the said M. C. to award, arbitrate, determine and judge, of and concerning all and all Manner of Actions, Suits, Judgments, Executions, Accompts, Reckonings, Trespasses, Controversies and Demands whatsoever, had, made, moved, stirred and depending between the said R. D. and M. C. from the Beginning of the World until the Day of the Date of these Presents: So always as the said Award, &c. of us the said J. F. and R. C. for and concerning the Premisses, be made and put in Writing under our Hands and Seals, on or before the, &c. as by the said Obligations and Conditions it doth more fully appear. *Now know ye,* That we the said J. F. and R. C. Arbitrators as aforesaid, taking upon us the Charge of the said Award and Arbitrament; and having heard and understood the Sayings and Allegations of both the said Parties concerning the Premisses, and being minded to settle Unity and Friendship between them concerning the same; Do thereupon make and put into Writing this our Award, Arbitration and Judgment, between the said Parties for and concerning the Premisses, in Manner and Form following, that is to say; First we do award, arbitrate and determine by these Presents, That the said R. D. his Executors, Administrators or Assigns, shall well and truly pay, &c. And we the said Arbitrators, do also award, &c. That he the said R. D. shall also on the, &c. sign and seal, and as his absolute Deed deliver to the said M. C. or to her Use, a Release of all and all Manner of Actions, &c.

&c. from the Beginning of the World unto the Day of the Date of the Obligations aforesaid. And further, We do award, arbitrate, and determine, that the said M. C. shall well and truly pay, &c. and also sign and seal, &c. a Release, &c. In witness, &c.

A Memorandum of a Submission to an Arbitration, according to the Statute, for making Awards by Rule of Court.

Memorandum: This first Day of December 1715. A. B. and C. D. being desirous to end and determine divers Controversies, Suits and Quarrels that have been between them (for which there is no other Remedy but by personal Action, or Suit in Equity) did agree to submit, and did submit and refer all the said Controversies, Suits and Quarrels, to the Award of E. F. and C. H. (Arbitrators indifferently chosen between them) to be made in Writing under the Hands and Seals of the said Arbitrators, before the --- Day of --- next ensuing. And the said Parties did mutually promise and oblige themselves respectively, That they will perform and execute such Award as the Arbitrators shall make in the Premises: And the said Parties did further agree, That their said Submission should be made a Rule in His Majesty's Court of Common Pleas (or King's Bench) at Westminster; and that they will finally be concluded by the Arbitration that shall be made concerning the Premises by the said Arbitrators, pursuant to such Submission.

A Bond of Arbitration, with Condition to stand to the Award of two Arbitrators. Vide Bonds.

Noverint universi p pscutes me J. W. de B. in Com S. Gen teneri & firmiter obligari J. F. de B. p dia' Armigero in centū libris bone & legalis Monere Magne Britannie solvendū eidē J. F. aut suo certo Attornato, &c. (as in other Obligations from one to one.) Vide post. Tit. Bonds.

THE Condition of this Obligation is such, That if the above bounden J. W. his Heirs, Executors and Administrators, and every of them, for and on his and their Parts and Behalvs, do and shall well and truly stand to, obey, abide, perform, observe, and keep the Award, Order, Arbitrament, final End and Determination of S. G. and D. K. Arbitrators indifferently named, elected and chosen, as well for and on the Part and Behalf of the above bounden J. W. as of the above named J. F. to arbitrate, award, order, adjudge and determine, of and concerning all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Accompts, Debts, Dues, Sum and Sums of Money, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever both in Law or Equity, or otherwise howsoever, which at any Time or Times heretofore have been had, made, moved, brought, commenced, sued prosecuted, committed, omitted, done or suffered by or between the said Parties, or any or either of them, so as the said Award be made in Writings, and ready to be delivered to the said Parties, or any or either of them, on or before the --- Day of --- now next ensuing. Then this Obligation to be void, &c.

Note

Note, These Bonds are given mutually by each Party to the other; And the Condition is varied mutatis mutandis.

A special Condition to stand to an Award, &c. where the Matters in Difference are recited.

THE Condition of this Obligation is such, *That whereas there now are Variances, Suits and Differences by and between the above bounden Sir M. M. as Master of the Leaden Mines in A. in the County of, &c. and the above named J. P. Esq; User and Occupier of Lands and Tenements within the said Parish of A. for, touching and concerning the Duties thereon imposed, as well great as small, arising, growing, encreasing or accruing of and from the Lands and Tenements lying within the said Parish of A. used and occupied by the said J. P. And whereas, as well the said Sir M. M. as the said J. P. have indifferently named, elected and chosen C. D. of, &c. as well to arbitrate, award, order, judge and determine of and concerning all and every the Matters aforesaid in Difference between the said Parties, and the Cost of Suit thereupon, and all other Suits, Actions, Cause and Causes of Actions, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controversies, Trespases, Damages and Demands whatsoever, at any Time heretofore had, made, moved, brought, commenced, sued, prosecuted, done, suffered, committed or depending by and between the said Parties, or any of them; as also to award, order, adjudge, determine and appoint what Rate, Composition, Payment or Sum of Money by the Acre, Pound-rent or otherwise, shall be yearly paid by the said J. P. and his Assigns, unto the said Sir M. M. and accepted by him for and in Lieu of the said Lead-Mines, Corn, Hay and Pasture,*

and all other Duties both great and small, arising, renewing, growing and encreasing upon and from all such Lands as the said *J. P.* doth now hold and occupy within the said Parish of *A.* and the limited Places thereof, for and during so long Time as the said Sir *M. M.* shall continue Master of the said Lead-Mines, and the said *J. P.* his Executors, Administrators or Assigns, shall continue to occupy the same Lands and Tenements within the said Parish of *A.* as aforesaid. Now therefore, if the said Sir *M. M.* (or *J. P.*) his Executors, Administrators and Assigns, for and on his and their Parts and Behalfe, in all Things do, and shall well and truly stand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final End, Determination and Appointment of the said *C. D.* for, touching and concerning all and singular the Matters and Things aforesaid: So as the said Award be made in Writing or otherwise, and ready to be delivered to the said Parties in Difference, or to such of them as shall desire the same on or before the --- Day of, &c. That then, &c.

A Condition to answer a Complaint in Chancery, and to perform an Award or Umpirage, reciting the Differences.

W Hereas *A. B.* and *C.* his Wife, and the above named *C. D.* and *M.* his Wife, did in or about *Hillary* Term last exhibit a Bill of Complaint in the High Court of Chancery against the above bounden *F. G.* and *J.* his Son, to have a Discovery and an Account of the real and personal Estate of *L. M.* of, &c. who obtained Letters of Administration, with the Will annexed of the said *L. M.* during the Minority of the said *C.* and *M.* Daughters of the said *L. M.* and to have a Discovery and Delivery of all Deeds, Evidences and Writings touching or concerning any the real

real Estate of the said *L. M.* and an Accompt of the Rents, Issues and Profits thereof; And to set aside and be relieved against general Releases executed by the said *A. B.* and *C.* his Wife, and by the said *M. M.* before her Intermarriage with the above bounden *C. D.* and other Matters contained in the said Bill, as by the same Bill may appear. To which Bill the said *F. G.* and *J.* his Son, put in their joint and several Answers, with the Plea of the said *F. G.* The which Cause is still depending in the said Court; and the said Plea is by consent to stand over-ruled: Now the Condition of the above written Obligation is such, That if the above bounden *F. G. &c.* do and shall on or before the --- Day of *Hillary* Term now next ensuing the Date hereof, duly put in and file in the said Court of *Chancery* a full Answer to the said Bill of Complaint, and deliver unto *T. S. Gent.* a true Copy of such Answer; And also do and shall before the 1st Day of *Trinity* Term now next ensuing the Date hereof, examine in the *Examiners Office*, or by Vertue of a Commission out of the said Court, such Witnesses as the above bounden *F. G.* hath or shall think fit to examine in the said Cause; and consent to the Publication of their Depositions, and the Depositions of such other Witnesses as shall be examined by the Plaintiff in the said Cause; And also if the above bounded *F. G.* his Heirs, Executors or Administrators, and every of them, do and shall well and truly observe, perform, pay, do and keep such Award, Order, Judgment or Determination touching, relating to, or concerning all and singular the Matters and Things aforesaid, as shall be made by *W. B.* of the *Middle-Temple, London, Esq;* and *D. D.* of, &c. Gent. so as they do make such their Award, Order or Determination in Writing under their Hands and Seals, and deliver, or have the same ready to deliver to the said Parties, or to such of them as shall desire the same on or before the --- Day of, &c. next ensuing the

Date of these Presents: But if they the said *W. B.* and *D. D.* do not so make their Award, Order or Determination under their Hands and Seals by the Time aforesaid; Then if the above bounden *F. G.* his Heirs, Executors and Administrators, and every of them, do and shall well and truly observe, perform, fulfil, accomplish, pay and keep such Award, Order, Umpirage and Determination touching, relating to and concerning the Premises aforesaid, in Difference between the said Parties, as shall be made by such Umpire as the said Arbitrators shall elect, nominate, constitute and choose in and by a Writing under his Hand and Seal, and deliver, or have the same ready to deliver to such of the said Parties as shall require the same, on or before the --- Day of, &c. That then, &c.

The Form of an Award by one Arbitrator, or Umpire.

TO all Christian People to whom this present Writing of Award intended shall come; *J. F.* of *B.* in the County of *Sussex*, Esq; sendeth greeting. *Whereas* divers Suits, Variances, Controversies and Debates heretofore have been moved and depending between *E. T.* of, &c. Yeoman, of the one Part, and *R. H.* of, &c. of the other Part: For pacifying, ordering and ending whereof the said *E. T.* and *R. H.* have bound themselves either to the other in the Sum of 100*l.* by their several Obligations bearing Date the 23^d Day of *November* last past, with Conditions there under written to stand to, obey, abide, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of the said *J. F.* indifferently elected and chosen by the mutual Consent, and at the earnest and humble Request and Petition of both the said Parties, to arbitrate, award, Judge, order and determine of, for and concerning all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Bills, Bonds,

Bonds, Specialties, Judgments, Executions, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, at any Time heretofore had, made, moved or depending between the said Parties, by Reason of any Act, Matter, Cause or Thing whatsoever, from the Beginning of the World unto the Day of the Date of the said Obligations; so that the same Award was made in Writing, or otherwise ready to be delivered to the said Parties in Difference, or to such of them as should desire the same, on or before the 6th Day of this Instant *January*, as in and by the said Bonds or Obligations, and the Conditions thereof, it doth and may more fully and at large appear. *Now know ye*, That the said *J. F.* of his good Will and Favour which he beareth to the said Parties, and out of the great Respect he hath to their future Quiet and Unity taking upon him the Charge and Burthen of the said Award; and having deliberately and at large heard and examined, and considered the Grievances, Allegations, Witnesses and Evidences of both the said Parties, doth by these Presents arbitrate, award, judge, deem, order and determine, That the said *E. T.* do and shall pay, or cause to be paid unto the said *R. H.* 26 *l.* of, &c. on or upon, &c. and that upon Payment thereof, either of them the said *E. T.* and *R. H.* shall seal and subscribe, and as his several Act and Deed deliver unto the other of them, a general Release in Writing of all Matters, Actions, Suits, Cause and Causes of Actions, Bonds, Bills, Covenants, Controversies and Demands whatsoever either of them hath, may, might, or in any wise ought to have against the other of them, by Reason of the Matters aforesaid, or by Reason or Means of any Matter, Cause or Thing whatsoever, from the Beginning of the World unto the Day of the Date hereof. *In witness, &c.*

The Form of an Award, or Arbitration made by two Arbitrators.

TO all to whom these Presents shall come, or may concern; or, *To all* to whom this present Writing of Award indented shall come; We *J. C.* of *S.* in the County of, &c. and *J. W.* of, &c. send greeting. *Whereas J. E.* of, &c. having a Lease of a Farm in Lands called, &c. situate in, &c. and now in his the said *J. E.*'s Possession, did agree to refer the Valuation, Apprize-ment and Estimation, as well of the Term of Years, then therein to come; as also all the Iron-Mine, Woods, Underwoods, Repairs, and all other Matters in Dispute between the said *J. E.* and *J. W.* of *W.* in the said County, Yeoman, of, for, touching and concerning the said *J. W.*'s taking and accepting of such Lease, Iron-Mine, Repairs, Woods, Underwoods, Wood-grounds, and other Matters touching and concerning the same: In pursuance whereof the said *J. E.* and *J. W.* have bound themselves either to the other in the penal Sum of 100 *l.* by their several Obligations bearing Date, &c. with Conditions there under written to stand to, obey, abide, observe, perform, fulfil and keep the Award, Order, Arbitration, final End and Determination of them the said *J. C.* and *J. W.* indifferently named, elected and chosen by the mutual Consent, and at the earnest Request and Petition of both the said Parties, to arbitrate, adjudge, order and determine of, for and concerning all and every the Matters and Things aforesaid, moved or depending between the said Parties; so that the said Award was made in Writing ready to be delivered to the said Parties in Difference, or to such of them as should desire the same on or before, &c. as in and by the said Obligations and Conditions thereof more plainly doth appear. Now know ye, That we the said

J. C.

J. C. and *J. W.* having taken upon us the Burthen and Charge of the said Award; and having deliberately and at large heard, examined, viewed and considered of the Value, Estimation and Contents of the said Farm, Goods, Chattels and Premisses; Do by these Presents award, deem, adjudge and order in Manner and Form following, that is to say; First we do award, order and adjudge, That, &c. (*and so having set down the Particulars of the Award, you may conclude thus, viz.*) And for the better Attestation and Confirmation of this Award, we the said Arbitrators have hereunto set our Hands and Seals this 23d Day of December, Anno Domini 1715.

An Award in a Controversy arising by Means of a Copartnership.

TO all to whom this present Writing of Award shall come, *T. S.* of, &c. and *S. B.* of, &c. send greeting. Whereas heretofore there have been divers Strifes and Variances moved, and are yet depending between *R. H.* of, &c. and *J. C.* of, &c. Executors of *T. C.* late of, &c. of the one Part; and *H. B.* of, &c. of the other Part: For the appeasing, and final Ending whereof, the said Parties have jointly and severally consented and entred into several Obligations dated the 10th of this Instant December, and which the said Parties have interchangeably sealed and delivered each to the other; and in the Conditions thereof have constituted, nominated and appointed us the said *T. S.* and *S. B.* their Judges and Arbitrators to award, arbitrate, ordain, order, judge and determine of, for, touching and concerning all and all Manner of Actions, as well real as personal Suits, Quarrels, Controversies, Strifes, Variances, Accompts, Reckonings, Sums of Money, Costs, Debts, Dues, Damages and Demands whatsoever, had, moved, stirred or depending between the said Parties, in any Manner of Wise, from
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the Beginning of the World until the Day of the Date of the said Obligations ; so as the same Award, Arbitrament, Order or Judgment were had or made by us the said Arbitrators, and put in Writing under our Hands and Seals ready to be delivered to the said Parties, or any of them, before the last Day of this Instant *December*, as by the said Obligations, with their several Conditions there under written, may more fully appear. *And forasmuch* as we the said Arbitrators have taken the Charge and Burthen of the said Judgment and Arbitrament upon us, and thereupon have deliberately heard and examined all Variances and Controversies between the said Parties, and their Allegations, Answers and Proofs in that behalf alledged, made and produced, do now thereof and thereupon make, ordain and give up in and by this present Writing indented, under our Hands and Seals, our full and final Award, Arbitrament, Ordinance and Judgment, in Manner and Form following, that is to say ; *That whereas* the said T. C. while he lived, and the said H. B. were Copartners, and jointly traffick'd together in divers Things, the Accompts whereof we have seen and examined ; We do thereupon award, arbitrate, ordain and judge by these Presents, That the said R. H. and J. C. or one of them, their Executors and Administrators, shall well and truly pay, or cause to be paid, to the said H. B. his Exectuors, &c. the Sum of, &c. at, &c. that is to say, &c. *And also* we do by these Presents arbitrate, award, ordain ad judge, That the said H. his Executors and Administrators, shall from Time to Time upon the reasonable Request of the said R. or J. their Executors or Administrators, consent, suffer and agree, that at the equal and indifferent Costs and Charges of the said R. J. and H. and their several Executors and Administrators, all and all Manner of lawful Suits, Actions, Recoveries, Judgments and Executions, shall and may in the Name and Names of

of the said *H.* his Executors and Administrators, be had and pursued with Effect against all and every Person and Persons, of and upon the Books of the said Accompts, and all and every Bond and Bonds, and Specialties whatsoever, which the said *H.* hath, of or touching all or any the Debts specified in the Schedule to these Presents annexed; And all and every the Profits, Commodities and Advantages whatsoever to be had or gotten by Means of any the said Suits, Actions, Recoveries, Judgments and Executions, or by Means of any of them, shall be equally had, divided and parted Part and Party-like, the one Half thereof to the said *R. F.* his Executors and Administrators; and that neither of the said Parties, nor their several Executors or Administrators, shall wittingly or willingly, without the Consent of the other Party, or of his or their Executors or Administrators, do, procure, or cause any Thing to be done to hinder or defeat any the said lawful Suits, Actions, Recoveries, Judgments or Executions to be had as aforesaid, of or for any the said Debts, or to let or hinder the equal dividing of all Profits, Commodities and Advantages thereof, or thereby to be had or gotten, contrary to the true Intent and Meaning aforesaid. *And further*, We do award, order and judge by these Presents, That the said *H. B.* upon reasonable Request, shall on the first Day of, &c. now next ensuing, make sale and deliver, or cause to be delivered to the said *R. H.* and *J. C.* or to one of them, or otherwise, for both their Uses, at or in, &c. between the Hours of, &c. of the same Day, or otherwise in the mean Time before-hand, one lawful Acquittance general, of and for all Actions, Suits, Quarrels and Demands, from the Beginning of the World until the Day of the Date of the Obligations aforesaid. *And likewise* we do award, &c. That the said *R.* and *J.* upon the like reasonable Request, shall on the said, &c. now also next ensuing, deliver or cause to be delivered to the
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the said *H. B.* at or in, &c. between the Hours of, &c. or otherwise, &c. one lawful Acquittance general of and for all Actions, &c. *ut supra.* In witness, &c.

An Award between Executors at Controversy about the Testator's Goods, made by four Arbitrators.

TO all People to whom this present Writing of Award indented shall come; We *H. T.* of, &c. *W. N.* of, &c. *A. H.* of, &c. *J. H.* the elder, of, &c. send Greeting. *Whereas* lately heretofore a Suit, Variance or Controversy was had and moved by or between *R. K.* of, &c. of the one Part; and *G. K.* of, &c. of the other Part, for and touching the Execution of the Last Will and Testament of one *C. P.* late of *L.* Widow, deceased, who had thereby ordained, made and appointed the said *R.* and *G.* Executors of her said Last Will and Testaments. For the final ending whereof, and of all other Controversies betwixt the same Parties, they have submitted themselves to the Award, Arbitrament and Judgment of us the said Arbitrators, in such Sort or Manner as by several Obligations of 50 *l.* apiece in that Behalt made by either of the said Parties to the other of them, dated, &c. with their several Conditions plainly may appear; the Charge and Business of which said Award and Arbitrament, we the said Arbitrators have taken upon us, and have thoroughly heard and considered of all the Controversies between the said Parties, and of their Allegations, Declarations and Answers on both sides: And now we do by these Presents make and give up our Award, Arbitrament, final End, Order and Judgment of and upon the same Premises, between the said Parties, in Manner and Form following, *viz.* *First,* We do award, order and judge by these Presents, That the said *G. K.* and his Executors, shall permit and suffer the

the said R. K. to have and enjoy to his own Use, that Mourning Gown or Cloak which he had after the Decease of the said C. P. against her Burial: *And also*, That the said G. his Executors, Administrators or Assigns, shall on the 10th Day, &c. between the Hours, &c. pay, or cause to be paid, to the said R. K. his certain Attorney, Executors or Administrators, at the now Dwelling-house of, &c. the Sum of, &c. and then and there also shall clearly and freely give and deliver to the said R. his Executors, Administrators or Assigns, six silver Dishes, and a silver Bowl gilt, the whole weighing 29 Ounces, which late was of the said C. P. *And* we do further award, &c. That the said R. his Executors or Administrators, shall not at any Time hereafter either deal or intermeddle with the Execution of the Last Will and Testament of the said C. P. or claim, take or challenge any of the Goods or Chattels which were of the said C. other than only the Dishes and Bowl aforesaid, or receive, take, acquit and discharge any Debt or Duty which was owing or growing due to the said C. whilst she lived. *And also*, That the said R. K. his Executors, Administrators and Assigns, from Time to Time, and at all Times hereafter, shall agree and consent, permit and suffer, that the said G. his Executors and Administrators, shall and may peaceably and quietly have and take, and by all lawful Means recover and enjoy all and singular the Goods, Chattels, and Debts which were of the said C. at the Time of her Decease, other than only the Dishes and Bowl aforesaid, without any Let, Claim, Hinderance or Impediment of the said R. his Executors or Administrators: *And also*, That the said R. his Executors or Assigns, upon Payment and Delivery to him or any of them made, of the Sum of Money, Dishes and Bowl aforesaid, in Form aforesaid, shall deliver, or cause, &c. to the said G. K. his

his Executors or Administrators, one sufficient Acquittance testifying the Receipt of the same Money, Dishes and Bowl aforesaid. *And moreover*, We the said H. &c. do hereby award, &c. That the said G. his Executors or Administrators, at the only Costs and Charges of the said G. his Executors or Administrators, shall well and sufficiently at all Times hereafter upon reasonable Request to him or them to be made by the said R. his Executors, Administrators or Assigns, save and keep harmless and indemnified the same R. his Executors and Administrators, of and from all and all Manner of Actions, Suits, Costs, Damages, Judgments, Executions and Demands which shall be had or brought against the said R. his Executors or Administrators, by Reason or Means that the said R. did take upon him to be Executor of the said Testament of the said C. and also, that the said G. shall pay for the Drawing and Ingrossing of these Presents. *And lastly*, We do award, &c. That either of the said Parties, their Executors and Administrators, for their several Parts, shall from henceforth surcease from all further Suit and Suits, Quarrels, Controversies and Differences whatsoever both in Law and Equity, for any Matter between them two had, stirred or depending at any Time before the Day of the Date of the said Obligations for standing to this Award, &c. (*And then add a Cause for executing mutual Releases to each other.*) In witness, &c.

Bankrupts.

Of Commissions of Bankrupts, and Matters relating thereto.

IN order to the suing out of a Commission of Bankrupt, the first Thing to be done is to make an Affidavit before a Master in Chancery in the following Form, viz,

A. B. of, &c. maketh Oath, That *M. S.* of the Town of *M.* in the County of *C.* is truly and justly indebted to this Deponent (and others her Creditors) in the Sum of One hundred Pounds and upwards, and that she is become a Bankrupt within the true Meaning of one or some of the Statutes made against Bankrupts, as this Deponent believes.

Jurat' 4 die Novembris
Anno Dom' 1715.

A. B.

In the 2d Place there must be a Petition presented to the Lord Chancellor or Lord Keeper, in this Manner following, (&c.)

HUmblly complaining, sheweth unto your Lordship, Your Orator *A. B.* of, &c. as well for himself, as for all others the Creditors of *M. S.* of, &c. Button-seller; That whereas the said *M.* using and exercising the Trade of Merchandize by Way of Bargaining, Exchange, Bartering and Chevisance, seeking her Trade of Living by Buying and Selling; upon just and good Causes, for Wares and Merchandizes to her sold and delivered, and also for ready Money to her lent, being indebted to your Orator in the Sum of 100 *l.* of late, (that is to say, on or about - - - Months since,) did become Bankrupt
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within the several Statutes made against Bankrupts, to the Intent to defraud and hinder your said Orator, and others her Creditors, of their just Debts and Duties to them due and owing, (*viz.*) within the Statute made in the Parliament begun and holden at *Westminster* the 2d Day of *April*, in the 13th Year of the Reign of *Elizabeth* late Queen of *England*, concerning Bankrupts; and within the Statute made in the Parliament begun and holden at *Westminster* aforesaid, the 19th Day of *March* in the 1st Year of the Reign of the late King *James* the First of *England*, *France* and *Ireland*, and of *Scotland* the 37th, Intituled, &c. (and so mention the several Statutes against Bankrupts, as in the following Commission) or within some one of them: In tender Consideration whereof, may it please your Lordship to grant unto your Orator His Majesty's most Gracious Commission to be directed to such and so many wise, honest and discreet Persons as to your Lordship shall seem meet; authorizing them thereby not only concerning the said Bankrupt, his Body, Lands and Tenements, Freehold and Customary, Goods, Debts, and other Things whatsoever; But also concerning all other Persons who by Concealment, Claim, or otherwise, do or shall offend touching the Premises, or any Part thereof, contrary to the true Intent and Meaning of the said Statutes, or any of them; And also to do and execute all and every Thing and Things whatsoever, as well for and towards Satisfaction and Payment of the said Creditors, as towards and for all other Intents and Purposes, according to the Ordinance and Provision of the said Statutes. *And your Orator shall ever pray, &c.*

There must also be a Bond entred into to the Lord Chancellor or Lord Keeper, upon suing out the Commission, which is made in the following Form, *viz.*

Novel

Noverint unibers per plentes me *A. B.*
 de, &c. teneri & firmiter obligari pho-
 norabili Willielmo D^{no} Comper Baroni de
 W. D^{no} Custodi Magni Sigilli Magne Bri-
 tannie in ducent Libris bone & legalis Mo-
 nete hujus Regni solvend eidem D^{no} Custodi
 aut suo certo attorney Executorib' Admini-
 stratorib' vel Assignatis suis ad quam quide
 solutionem bene & fidester faciend obligo me
 Heredes Executors & Administratores meos
 firmiter p plentes Sigillo meo sigillat Dat
 vicesimo die Novembris anno Regni Dⁿⁱ
 Georgii 2^{di} Annoq Dⁿⁱ 1715.

THE Condition of this Obligation is such, That
 if the above bounden *A. B.* do and shall before
 the major Part of the Commissioners to be appointed
 in a Commission of Bankrupts against *C. D.* of, &c.
 evidence and prove, That the said *C. D.* is justly in-
 debted unto the said *A. B.* in the Sum of 100 £ And
 in like Manner prove, That the said *C. D.* is become
 a Bankrupt within some or one of the Statutes
 made against Bankrupts, then this Obligation to be
 void, &c.

The Commission is in this Manner, viz.

GEORGE by the Grace of Good, of Great Bri-
 tain, France and Ireland, King, Defender of the
 Faith, &c. To our trusty and well beloved (naming
 the Commissioners) Greeting; Whereas we are inform-
 ed, That *M. S.* of, &c. using and exercising the Trade
 of Merchandize by way of Bargaining, Exchange,
 Battery and Chevissance, seeking his Trade of Living
 by Buying and Selling, about 6 Months since did
 become Bankrupt within the several Statutes made
 against Bankrupts, to the Intent to defraud and hinder
A. B.

A. B. of, &c. and other his Creditors, of their just Debts and Duties to them due and owing: We minding the due Execution as well of the Statutes touching Orders for Bankrupts, made in the Parliament begun and holden at *Westminster* the 2d Day of *April* in the 13th Year of the Reign of *Elizabeth* late Queen of *England*, made and provided, as of the Statute made in the Parliament begun and holden at *Westminster* the 19th Day of *March* in the 1st Year of the Reign of the late King *James* of *England*, *France* and *Ireland*, and of *Scotland* the 57th, Intituled, *An Act for the further Relief of Creditors against such as shall become Bankrupts*: And also of the Statute made in the Parliament begun and holden at *Westminster* the 19th Day of *February*, in the 21st Year of the said late King *James* the First of *England*, *France* and *Ireland*, and of *Scotland* the 57th, Intituled, *An Act for the further Description of a Bankrupt, and Relief of Creditors against such as shall become Bankrupts*: And also of the Statute made in the Parliament begun and holden at *Westminster* aforesaid, to 14th Day of *June* in the 4th Year of the Reign of Her late Majesty Queen *Anne*, Intituled, *An Act to prevent Frauds frequently committed by Bankrupts*: And also of an Act made in the 2d Session of the same Parliament, Intituled, *An Act to Explain and Amend the said last mentioned Act*: Upon Trust of the Wisdom, Fidelity, and provident Circumspection which we have conceived in you, do by these Presents name, assign, appoint, constitute and ordain you our special Commissioners for the Purpose aforesaid: Giving full Power and Authority unto four or three of you to proceed according to the said Statutes; and every or any of them, not only concerning the said Bankrupt his Body, Lands and Tenements, Freehold and Customary, Goods, Debts, and other Things whatsoever; but also concerning all other Persons, who by Concealment, Claim or otherwise, do or shall offend

and touching the Premises, or any Part thereof, contrary to the true Intent and Meaning of the said Statutes, or any of them, and to do and execute all and every Thing and Things whatsoever, as well for and towards Satisfaction and Payment of the said Creditors, as towards and for all other Intents and Purposes, according to the Ordinance and Provision of the same Statutes; Willing and commanding you, four or three of you, to proceed to the Execution and Accomplishment of this our Commission, according to the true Intent and Meaning of the same Statutes, with all Diligence and Effect. *Witness* our selves at *Westminster* the 15th Day of *November*, in the 2d Year of our Reign.

Note, The Creditors must name seven Commissioners at least, (whereof two must be Esquires for the Quorum) of whom the Lord Chancellor or Keeper strikes out two: But in Matters of great Concern, there may be nine or more Commissioners, and three or more of the Quorum.

A Memorandum and Order of the Commissioners for the Creditors to come in and pay their Contribution-Money, and for appointing a Treasurer, &c.

Memorandum, That *M. K. P. T.* and *W. W.* Gentlemen, being the major Part of the Commissioners named and authorized in and by a Commission of Bankrupt under the Great Seal of *Great Britain*, bearing Date at *Westminster* the 15th Day of *November* last past, awarded against *M. S.* of, &c. do hereby think fit and order, That the Contribution-Money in this Business to be raised towards defraying the Charges in suing forth and prosecuting the said Commission, and Recovery of the

Estate of the said *S. M.* by Vertue thereof, be 1 s. per Pound; And all and every Creditor and Creditors of the said *M. S.* who have already sought, or shall hereafter in due Time come in and seek Relief, by Vertue thereof, and to pay the said Sum of 1 s. in the Pound Contribution-Money, for every Pound or 20 s. Debt which they claim to be due and owing unto him and them severally and respectively by and from the said *M. S.* And they the Commissioners above-named do hereby further order, That the said Contribution-Money be paid unto *H. B.* of, &c. who is hereby appointed Treasurer to receive and disburse the same, as Occasion shall require. And the said *H. B.* doth for himself, his Heirs, Executors and Administrators, hereby covenant, promise and agree to and with the said *M. K. P. T.* and *W. W.* their Executors, Administrators and Assigns, to give a just and true Accompt to them the said Commissioners, or the major Part of them; the said Commissioners in and by the said Commission named and appointed being hereby authoriz'd to take an Accompt of his the said *H. B.*'s several Receipts of the Contribution by him raised by Vertue of this Order, and of the several Payments and Disbursements, by him thereout made, when he shall be by them required so to do. Given under our Hands and Seals this, &c. Day of, &c.

An Affidavit, That the Bankrupt's Estate lies near the City of C.

J. S. of, &c. maketh Oath, That the Estate and Effects of *J. O.* of, &c. late Dealer or Trader in, &c. or the greatest Part of them, are lying and being in and near the said City of *C.* And this Deponent further saith, That the Commission of Bank-

Bankrupt to be taken out against the said *J. O.* and must of Necessity be executed in and near the said City of *C.* and likewise in *London.*

J. S. M.
Jurat, &c..

Note, This Affidavit must also be sworn before a Master in Chancery, for which you pay 2 s. 6 d.

A Memorandum of declaring the Party a Bankrupt.

WE whose Names are under written, being the major Part of the Commissioners in the Commission named against the aforesaid *J. O.* having begun to put the said Commission in Execution, have, on Oath and Examination of divers credible Witnesses, found that the said *J. O.* became a Bankrupt before the Date and Suing forth of the said Commission. And we do hereby further declare, That the said *J. O.* is a Bankrupt accordingly. Dated the, &c. Day of, &c.

M. K.

P. T.

W. W.

A Certificate by the Commissioners to the Lord Chancellor, of the Party's being a Bankrupt, and surrendering himself, &c.

To the Right Honourable William Lord Cowper,
Lord Chancellor of Great Britain.

WE *M. K. P. T.* and *W. W.* the major Part of the Commissioners named and authorized in and by a Commission of Bankrupt awarded against *M. S.* of, &c. bearing Date at *Westminster* the, &c. Day of, &c. last past, having dealt in the

said

said Commission, and found that the said *M. S.* became a Bankrupt before the Date and Suing out of the said Commission, within the true Intent and Meaning of one or some of the Statutes made against Bankrupts, do humbly certify to your Lordship, That the said *M. S.* did on the, &c. surrender herself to us, and submit her self to be examined upon Oath before us from Time to Time, and in all Things to conform herself to an Act made in the 4th and 5th Years of her late Majesty Queen *Anne*, entituled, *An Act to prevent Frauds frequently committed by Bankrupts*, and to several other Statutes made against Bankrupts; whereupon, and for the better Discovery of the said Bankrupt's Estate, and putting in Execution the said Act, and also the Act made in the 5th Year of the Reign of her said late Majesty Queen *Anne* entituled, *An Act to explain and amend the said Act, for preventing Frauds frequently committed by Bankrupts*, We the said *M. K. &c.* have had several Meetings for the Examination of the said *M. S.* and caused due Notice to be published in the *Gazette*, of the Time and Place when and where we intended to finish her said Examination, to the Intent that the Creditors of the said *M. S.* might be heard against the making this present Certificate, and also admitted to prove their Debts; And several Creditors having proved their Debts, and none shewn any Cause against the making this Certificate, We do therefore humbly certify to your Lordship, That the said *M. S.* hath upon such Examination made Discovery of her Estate and Effects, and in all Things conformed herself according to the Directions of the said late Acts; and that there doth not appear to us any Reason to doubt the Truth of such Discovery, or that the same is not a full Discovery of all the Estate and Effects of the said *M. S.* the rather, for that the Persons who have signed this Certificate, testifying their Consents to the

same,

same, are full four Parts in five in Number and Value of the Creditors of the said *M. S.* who have duly proved their said Debts. *Witness our Hands and Seals, &c.*

An Attestation by the Creditors to the foregoing Certificate.

WE whose Names are hereunto subscribed, Creditors of the above named *M. S.* do hereby testify our Consent to the above written Certificate. *Witness our Hands, &c.*

A. B. C. D. E. F. G. H.

I. J. K. L. M. N. O. &c.

An Entry of the Bankrupt's Examination.

R. C. the Person against whom the Commission of Bankrupt is awarded, appearing again this — Day of, &c. in order to finish his Examination, pursuant to Notice given in the *Gazette* on the — Day of *October* last: And the said *R. C.* being sworn, and further examined upon his Oath, saith, That the Paper-Book stitched in Marble-Paper, which the Deponent did deliver in and exhibit to the Commissioners on the — Day of, &c. last, being the major Part of the Commissioners in an by the said Commission authorized, entitled, *An Account of my Estate and Effects*, doth contain and is a full and true Account, Disclosure and Discovery how and in what Manner, to whom and upon what Account and Consideration, he hath disposed, assigned or transferred any of his Goods, Wares, Merchandize, Money, or other Effects or Estates, and all Books, Papers and Writings relating thereto, of which he was possessed, or in or to which

he was any Ways interested or intituled, or which any Person or Persons had or hath or have had in Trust for this Deponent, or his Use, on or about, &c. being the Time of this Deponent's first absconding, or at any Time since, his own Wife and Children's, wearing Apparell only excepted. And this Deponent hath delivered up to W. B. &c. the Assignees under the said Commission, all such Part of his Goods, Wares, Merchandizes, Money, and other Effects or Estates whatsoever, and all Books, Papers and Writings relating thereunto, as were in this Deponent's Custody or Power, the 10th Day of - - - last past, being the Time of this Deponent's Surrender to the said Commissioners, or any Time since, this Deponent's own Wife only excepted. And this Deponent further saith, That he hath not at any Time made any Gift or Assignment, or other Conveyance, or Disposition, of any Part of his Estate or Effects, with Intent to defraud his Creditors, or whereby he expects any Benefit or Advantage to himself or Family.

An Agreement of Creditors, to take their Debts at four Payments, abating Interest.

WE A. B. C. D. and E. F. Creditors of R. C. of, &c. do by these Presents consent and agree for our selves, and for every of us severally, to take and accept of such Debts as are owing and due to us by and from the said R. C. by four Payments to be made on the Days hereafter mentioned for the Payment thereof, by even and equal Portions; that is to say, one fourth Part of our said several Debts on or before the 10th Day of March next ensuing the Date hereof; one other fourth Part, &c. And upon the said R. C. his making the first Payment, and giving Security for the

other three, we and every one of us shall and will deliver up the old Security, and discharge him thereof; And we and every one of us do hereby consent and agree to forgive and abate to the said R. C. all and all Manner of Interest due to us or any of us, for the Forbearance of our said several Debts. In witness, &c.

An Agreement or Letter of Composition for Debts.

TO all, &c. we J. F. and F. J. Creditors of R. C. and C. R. send Greeting. Whereas the said R. C. and C. R. are and do stand jointly indebted and do owe unto us the said Creditors divers Sums of Money which they are willing to satisfy and pay as far as they are able; Nevertheless we the said Creditors, who have hereunto sealed and subscribed, finding they the said R. C. and C. R. are by Losses and otherwise disabled to pay our full Debts, do severally and respectively agree and bind our selves, our Heirs, &c. to the said R. C. and C. R. by these Presents, to accept and take of them the said R. and C. their, &c. after the Rate of 10 s. in the Pound, in full Satisfaction of all such Debts and Sums of Money as they do jointly owe unto us, and every of us respectively, the same to be paid at four equal Payments; The first Payment, &c. [recite the Days] so as the said R. and C. for the more sure and better Payment of the several Sums aforesaid, in Recompence and Satisfaction of our and every of our said several Debts, after the Rate of 10 s. in the Pound as aforesaid, their Executors or Administrators do before the, &c. become jointly and severally bound with sufficient Sureties unto us, and every of us respectively, by Obligations with double Penalties in due Form of Law, to be made, sealed

sealed and delivered unto us and either of us, or to our and either of our Uses, by the Appointment of us and either of us, provided always that neither these Presents, nor any Thing herein contained, shall bind us or either of us, who have hereunto sealed and subscribed, until all and every of the Creditors before mentioned shall have sealed and subscribed the same, or before the, &c. next ensuing.

A Letter of Licence from Creditors to a Debtor.

TO all Christian People to whom these Presents shall come, We J. F. of, &c. and F. J. of, &c. send Greeting. Whereas R. C. of, &c. standeth and is indebted unto us the said J. F. and F. J. severally in divers great Sums of Money, as by several Obligations and Writings under his Hand and Seal unto us severally made, and otherwise, doth and may appear, Now know ye, That we the said J. F. and F. J. for divers good Causes and Considerations us hereunto moving, Have given and granted, and by these Presents do give and grant, full Licence and Liberty unto the said R. C. quietly and freely to go about, attend and negotiate as well his own private Affairs, as also all other Matters or Business which he hath or may have to do for any other Person or Persons whatsoever, from the Day of the Date hereof, for and during the Term of six Months, without any Let, Hindrance or Interruption to him, his Goods or Chattels, from or by us the said J. F. and F. J. or by or from our or any of our Executors, Administrators or Assigns, within the Time hereby given: And further, We the said J. F. and F. J. do covenant and agree for our selves, our, &c. that if he the said R. C. shall during the said Space of six Months,

be molested or troubled in his Body, Goods or Chattels by us, or either of us, our or either, or any of our Executors, &c. contrary to the true Intent of these Presents: That from thenceforth the said R. C. his, &c. shall be and remain clearly discharged from the Debt or Debts owing to such of us as shall so molest or sue, or whose Executors or Assigns shall so molest or sue the said R. C. in his Person, Goods or Chattels. *In witness, &c.*

A Letter of Licence for four Years Respite to a Debtor.

TO all Christian People to whom these Presents shall come, or may concern, we whose Names are hereunto subscribed and Seals affixed, Creditors of J. T. of M. in the County of S. Tanner, send greeting. *Whereas* the said J. T. is and now standeth severally indebted unto us in divers Sum and Sums of Money, and by Reason of great Losses and other Misfortunes in the World, which have fallen upon him, he hath not at present wherewith to pay and satisfy us our several Debts, and hath humbly requested us to take his Case into Consideration: *Now know ye,* That we the said Creditors, each and every of us, for divers good and charitable Causes and Considerations us hereunto moving, have given and granted, and by these Presents do give and grant unto the said J. T. full and free Liberty, Licence, Power and Authority to go, come and return, and to attend, follow and negotiate as well his own private Affairs, Business, Matters and Causes, as also all other Matters and Things whatsoever which he the said J. T. now hath, or shall or may have in *Great Britain*, or elsewhere, for and during the Time and Term of four Years now next ensuing the Date hereof, without any Manner of Let, Disturbance, Stay, Arrest, or Suit of his good Body, or Goods, or Chattels whatsoever by us or any of us severally and respectively, or by our
several

several and respective Executors, Administrators or Assigns, so as to enable him the said J. T. by the Time aforesaid, to put himself into such a Condition as to pay, satisfy and discharge us our full Debts, or the greatest Part thereof, which now are due to us severally and respectively from the said J. T. And that in Case any of us shall within the Time aforesaid arrest, sue, implead, attach or prosecute by any Manner of Ways or Means whatsoever, the said J. T. or his Goods and Effects whatsoever, contrary to the true Intent and Meaning of this our present Licence and Agreement, we the said Creditors, and every one of us, do hereby severally and respectively promise, consent and agree to lose and forfeit our several and respective Debts and Sums of Money, and every Part thereof: And that this our present Licence shall or may be pleaded in Bar of all or any of our said Debts, on our prosecuting the said J. T. or his Goods or Chattels, as effectually as if he had a general Release under our several and respective Hands for that Purpose. *Witness* our Hands and Seals, &c.

A Letter of Licence from Creditors to an Administratrix, on a Composition made.

THIS Indenture made, &c. between J. F. F. J. and R. C. Creditors of C. R. late, &c. of the one Part; and R. R. Widow, of the other Part: *Whereas* the said C. R. at and before the Time of his Decease, was indebted unto the said Creditors in divers and several Sums of Money; all which they the said Creditors have hitherto patiently forbore: *And whereas* the said R. R. hath since her said Husband's Death, perused and examined the Estate of her Husband; And finding through divers Losses and Hindrances, whereby the Estate of her said Husband has been impaired and lessened, that the same is far short of giving the said Creditors a full Satisfaction of their just Debts, hath hitherto forbore to take
forth

forth Letters of Administration of the Goods, Chattels and Estate of her said Husband, as to her properly did belong, according to the Form and due Course of the Laws of this Realm: And the said R. R. having called the Creditors together, and acquainted them with the Premises, and with the Weakness of her said Husband's Estate; They the said Creditors, by and with one Assent and Consent, were and are willing, contented and pleased to accept of ten Shillings in the Pound for their said Debts, upon Security of the said R. R. and to be paid at such Days and Times, and in such Manner and Form, as hereafter is limited, expressed and declared: And thereupon have given, and do by these Presents give their full Leave, Consents and Approbations, that she the said R. R. shall and may have and take out in her own Name, Letters of Administration of the Goods, Chattels, and Personal Estate of her said deceased Husband, without any Interruption or Disturbance from them, or either of them. *Now this Indenture witnesseth,* That they the said Creditors before named, do for themselves severally and respectively, that is to say; Every of them for himself, his Executors and Administrators, and not jointly, nor one of them for the other, covenant, promise and grant, to and with the said R. R. her Executors, Administrators and Assigns, That if the said R. R. her Executors or Administrators, do or shall on or before the, &c. next ensuing the Date of these Presents, become bound in several Obligations, good and sufficient in the Law, in several reasonable Penalties, unto the said several Creditors before named, severally to be conditioned for the Payment unto them the said Creditors, their several Executors, Administrators or Assigns, of the Sum of 10 s. of lawful Money of *Great Britain*, for every Pound, or 20 s. of their due and principal Debts by the said C. R. owing respectively as aforesaid, not accompting any Interest for the same, or any Part thereof;

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thereof; that is to say; on the, &c. And shall and will also at the Costs and Charges of the said R. R. her Executors or Administrators, severally seal, and as their several Acts and Deeds deliver unto, or for the Use of the said R. R. several Acquittances or Discharges in Writing, sufficient in Law, thereby acquiring and releasing as well the said C. R. his Executors, Administrators and Assigns, as also the said R. R. her Executors and Administrators, of all Debts, Bonds, Bills, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents; And the said Creditors severally and respectively, every one by and for himself, his Executors and Administrators, and not jointly, nor the one for the other, do covenant and grant, to and with the said R. R. her Executors and Administrators, and every of them, by these Presents, That if either the said R. R. her Executors or Administrators, or her or their Goods or Chattels, or the Goods and Chattels of her late Husband, or any of them, shall at any Time or Times hereafter, until or before the said Day of, &c. be attested, attached, molested or troubled by the above named Creditors, or any of them, or by any other Person or Persons, by their or any of their Means or Procurement, or in their or any of their Right or Rights, for or by Reason of any Debt or Debts, so to them or any of them owing by the said C. R. at the Time of his Decease; That then, and from thenceforth she the said R. R. her Executors and Administrators, shall be acquitted, released and discharged against him or them, by whom she the said R. R. her Executors or Administrators, her, their or any of their Goods or Chattels, shall be so arrested, attached, molested or troubled, of and from all Debts, Actions, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents; and that these Presents to be pleaded, shall be a sufficient Discharge in
that

that Behalf against him or them of the said Creditors, his or their Executors or Administrators, by whom, or by whose Means or Procurement, or in whose Right she the said R. R. her Executors or Administrators, her or their Goods or Chattels, or any of them, shall be so arrested, attached, molested or troubled, contrary to the true Intent and Meaning of these Presents. *Provided always*, That if all the said Creditors above named, do not or shall not at or before the, &c. sign, seal, and as their Act and Deed deliver in due Form of Law one Part of these Presents unto, or to the Use of the said R. R. that then these Presents, and every Matter and Thing therein contained, shall be void, and of no Effect. And the said R. R. for her self, her Executors and Administrators, doth covenant and grant to and with the said Creditors, and every of them, their and every of their Executors and Administrators; That in case all the said Creditors shall in due Form of Law sign, seal and execute one Part of these Presents, as aforesaid, unto, or to the Use of the said R. R. on or before the, &c. That then she the said R. R. her Executors or Administrators, shall and will in due Form of Law make, or cause to be made, and duly seal and execute the said several Obligations, and deliver the same to or for the Use of the said Creditors, upon or before the, &c. *In Witness, &c.*

A Licence for a Merchant withdrawn beyond Sea, to come into, and abide six Months in England.

TO all, &c. We or such of us who have signed and sealed these Presents, being Creditors of R. C. an *English Merchant* now residing, &c. do send greeting. *Whereas* the said R. C. is indebted to us his said Creditors severally, in divers Sums of Money; for which, by Reason of bad Debts and Losses as well
by

by Sea as Land, he is unable to give unto us present Satisfaction; and having desired as well by his own Letters, as by Mediation of his Friends here in *England*, to have Time without our or any of our Molestations, Arrests, Suits or Interruptions, to come over and reside here in *England*, as well to gather in and recover the Debts to him due, as to make his true Estate known unto us, and as much as in him lieth to give us and every of us Satisfaction for the said Debts by him to us particularly owing: Unto which Request and Desire of the said R. C. we do hereby condescend, and are content that he shall come over into *England*, and stay or abide in *London* or elsewhere within the said Kingdom in Peace and Quiet, and without the Arrest, Suit, Trouble or Molestation of us or any of us, for and during the Space of six Months from the Day of the Date hereof. *In witness, &c.*

A Letter of Licence to one who absconded, and afterwards fled into the Mint; with special Agreements,

TO all to whom these Presents shall come, or may concern; We whose Names are hereunto subscribed, and Seals affix'd, all of us Creditors of *A. B.* of, &c. send greeting. *Whereas* the said *A. B.* did lately withdraw himself from his said Place of Habitation and Trade, and hath ever since absconded, and doth still abscond and remain in the *Mint* in *Southwark* in the County of *S.* But hath offered and agreed absolutely to, resign, convey and assure by some valid and good Deed or Instrument in the Law unto his Creditors; or to such one or more of them as they, or the major Part of them shall appoint, all and every the Household-Goods, Jewels, Plate and Credits whatsoever of him the said *A. B.* be such Credits due by Judgment, Bond, Bill, otherwise
howso-

howsoever, wheresoever, or from whomsoever, or stand or remain in Use or in Trust for him the said *A. B.* in Trust, and for equal and proportionable Use, Benefit and Advantage of all and every of his Creditors, or such of them as shall sign, seal and execute these Presents, for and towards the paying, satisfying and discharging their several and just Debts due and owing, or in Proportion thereunto, and not otherwise: And upon this further Trust and Confidence, that what shall remain of the said assigned Premises, over and beyond Payment of the said Debts so due to us from the said *A. B.* as aforesaid, and beyond defraying the Costs and Charges in or about Receiving, Collecting and Recovering the said Debts so to be assigned, such Overplus, shall be paid to the said *A. B.* his Executors or Administrators. And the said *A. B.* hath also offered and agreed to enter into Bond unto such Creditors as aforesaid, of the Penalty of 200 *l.* conditioned to the Effect or Tenor, That the said Debts so to be assigned, and every of them, are really true Debts; and that he hath not received, discompted, released or discharged, nor shall he, his Executors or Administrators, at any Time release or discharge the same, or any of them; but shall and will upon Request, and as occasion shall require, prove the said Debts in any Court of Law or Equity, to the best of his and their Endeavours. And the said *A. B.* hath likewise offered and agreed, That he will before a Master in Chancery make an Affidavit of the Reality of his said Debts so to be assigned, and that he hath not to the best of his Remembrance or Belief received, discompted, released or discharged the same, or any of them, or any Part of any of them, and that he will not at any Time or Times hereafter receive, discompt, release or discharge the same, or any of them, or any Part of any of them; and also that he hath not since the Time he withdrew himself, as aforesaid, or since the Time he

intended so to do, any ways secreted, assigned, conveyed, concealed or disposed of any of his Estate, Goods, Effects, Stock, Credits or Money, other then usual and necessary Expences and Payments, unto any Person or Persons whomsoever in Trust, or for the Benefit of himself, his Wife and Family, or any of them. Now know ye, That we the said Creditors for divers good Causes and valuable Considerations us hereunto moving; And in Consideration of the Performance of the said Agreement of the said A. B. which we do hereby agree to accept of accordingly; We the said Creditors severally, and not jointly, or one for another, or for any the Act or Deed of one another, but each of us for himself, his Executors and Administrators, do covenant, promise, grant and agree, to and with the said A. B. his Executors, Administrators and Assigns, That immediately after the said A. B. shall duly make and execute such Assignment, Bond and Affidavit, as before mentioned, in pursuance of, and according to the true Intent and Meaning of the said Agreement; and upon Notice thereof given to us, our Executors or Administrators, We the said Creditors, our Executors or Administrators, shall and will make and give unto, or to the Use of the said A. B. his Executors or Administrators, absolute Releases and Discharges of all Debts, Dues and Demands whatsoever due and owing to us from the said A. B. at or unto the Day of the Date hereof: And for the better Ascertaining the said Assignment and Bond, we the said Creditors do hereby nominate and appoint C. D. of, &c. Trustee of the said A. B.'s Creditors, to be Assignee and Oblige, in the same Assignment and Bond. *In witness whereof, &c.*

An

An Agreement between the Commissioners and Creditors, touching the Distribution of the Bankrupt's Estate.

THIS Indenture made, &c. between M. K. of, &c. J. A. of, &c. and T. C. of, &c. of the one Part; and J. N. of, &c. J. W. of, &c. A. B. of, &c. and several others, Creditors of S. C. of, &c. of the other Part: Whereas the King's Majesty's Commission under the Great Seal of Great Britain, grounded upon the several Statutes made against Bankrupts, bearing Date at Westminster the, &c. and in the 2d Year of His present Majesty's Reign, was awarded and issued forth against the said S. C. directed unto the said Commissioners, thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same, as by the said Commission; Relation being thereunto had, may more fully and at large appear. And whereas the said Commissioners, Parties to these Presents, having taken upon them the Execution of the said Commission, and, upon good and sufficient Proof upon Oath before them taken, found that the said S. C. did for the Space of 4 Years keep an open Shop in, &c. and bought and sold, &c. and followed the Trade of, &c. and thereby sought and endeavoured to get his Living by Buying and Selling, as other Persons of the same Trade and Business usually do; And that he the said S. C. so seeking and endeavouring to get his Living by Buying and Selling during the Time of such his Trading, did become justly and truly indebted to the above named J. N. and others his Creditors, in the Sum of 100 £. and upwards; And being so indebted, he the said S. C. did before the Date, and going forth of the said Commission, withdraw himself into the Mint in Southwark; and took Sanctuary there for fear of being arrested by his Creditors for Debts due from him; whereby he the said S. C.

did in the Judgment of the said Commissioners, Parties to these Presents, become a Bankrupt to all Intent and Purposes within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, some or one of them, before the Date and Suing forth of the said Commission. And whereas the said Commissioners, Parties to these Presents, in further Execution of the said Commission, upon due Examination of Witnesses, and other good Proof upon Oath before them had and taken, did find that at such Times as the said S. C. became a Bankrupt, as aforesaid, he was possessed of divers Goods, Chattels, Wares and Merchandizes; and also that there were divers and several Debts, Sum and Sums of Money due and owing unto him the said S. C. and his Estate, at such Time as he became a Bankrupt, as aforesaid. And whereas the said Commissioners, Parties to these Presents, by their Indenture of Assignment under their Hands and Seals bearing Date the . . . Day of . . . Anno Dom. 1714 for the Considerations and Trusts therein mentioned, Did bargain, sell, transfer, assign and set over unto the said J. N. and J. W. their Executors, Administrators and Assigns, all and singular the said Goods, Chattels, Wares and Merchandizes of and belonging to the said S. C. and his Estate; and also the several Debts, Sum and Sums of Money as were respectively due and owing, and were mentioned and expressed in the Schedule to the Indenture of Assignment annexed together with all other the Goods and Chattels of the said S. C. as in and by the said Indenture of Assignment, Relation being thereunto had, may more fully and at large appear. And whereas the full Space of four Months since the Suing forth of the said Commission, is expired; and due Notice hath been given of the said intended Distribution, and no other Creditors of the said S. C. than the Persons above mentioned have come in to the said Commission

sion, and sought Relief thereby, or paid, or contributed towards the Charges thereof, according to the Direction of the said Statutes, for any Debts due or claimed to be due and owing by and from the said S. C. And whereas the said Commissioners Parties to these Presents, upon the like due Examination of Witnesses, and other good Proof upon Oath before them had and taken, do find that the said S. C. at the Time he became a Bankrupt, as aforesaid, stood justly and truly indebted to the said J. N. and such other of the Creditors above named, Parties to these Presents, who have already made due Proof of their Debts, in several Sums of Money, amounting in the whole to the Sum of . . . the Particulars whereof, together with their several and respective Persons Names that have fully proved their Debts, and the several and respective Sums of Money due and owing to them, are mentioned and expressed in the Schedule to these Presents annexed. And whereas the said J. N. and J. W. have raised and received by Vertue of the said Assignment, out of the Goods and other Things thereby assigned, the Sum of . . . over and above all Charges of suing out and prosecuting the said Commission: And whereas the said Creditors above named, Parties to these Presents, do make it their Request unto the said Commissioners to order, dispose, divide and set over, unto and amongst the said Creditors, Parties hereunto, the said Sum of . . . rateably and proportionably to be divided amongst them, according to the several and respective Debt and Debts due and owing unto them by and from the said S. C. and for and towards Payment and Satisfaction of the same. Now this Indenture witnesseth, That the said Commissioners, Parties to these Presents, in further Execution of the said Commission and Statutes therein mentioned, and by Force and Vertue thereof, and for and in Consideration that a due and legal Distribution may be effectually made as

to the said Sum of . . . before mentioned; Have ordered, disposed, distributed, divided, and set over, and by these Presents do as much unto them the said Commissioners, Parties to these Presents, lieth, and they lawfully may, order, dispose, &c. unto and amongst them the said Creditors, Parties to these Presents, the said Sum of . . . that is to say, To each and every of them the above said Creditors, a Part and Proportion of the same Sum, Share and Share alike, according to the Proportion and Quantity of their said Debts; To have and to hold, and enjoy the said Sum of . . . and every Part and Parcel thereof, unto them the said Creditors, Parties to these Presents, their Executors, &c. as his, her, their and every of their own proper Monies and Estate, for and towards Payment, and Satisfaction of their said several and respective Debts, as far forth as the same will amount unto, to be ratably and proportionably divided amongst them, as above is mentioned: Provided always, and upon Condition nevertheless, and it is the true Intent and Meaning of these Presents, and of the Parties to the same, That all and every the Persons above named as Creditors, who have not as yet made due and full Proof of their several and respective Debts so claimed as aforesaid, before the said Commissioners, or the major Part of them, shall not receive, have or take any Benefit or Advantage by these Presents, unless he, she, or they do or shall, within two Months next after Notice in Writing to him or them given for that Purpose, or at least as his, her or their House or Houses, or usual Places of Abode, make due and full Proof of his, her and their several and respective Debts, by him and them claimed to be due and owing as aforesaid; and such as shall then be allowed and approved of by the major Part of the Commissioners, in and by the said Commission authorized, and so signified in Writing under their Hands: And in Default thereof, the Persons or Persons above named as Creditors, neglecting

to make, or not making such Proof as aforesaid, shall be utterly debarred and excluded this present Decree of Distribution, and from having any Benefit or Advantage thereby, for or by Reason of such pretended Debtor Debts, or so much thereof as he or they shall not prove in Manner as is before express'd. And that thereupon every Part, Share and Proportion of the said Sum of . . . by these Presents intended to be distributed, and which otherwise might have belong'd to such pretended Creditor or Creditors, making Default of Proof as aforesaid, shall then and from thenceforth be and remain, and the same is hereby ordered, disposed, distributed and divided unto and among such others of the Creditors above named, as have or shall in due Time prove his and their several and respective Debt and Debts as his and their own proper Monies and Estate rateably and proportionably to be divided amongst themselves aforesaid. Any Thing in these Presents contained to the contrary thereof in any wise notwithstanding. And the said J. M. and J. W. and other the Creditors above named Parties to these Presents, for themselves severally, and not jointly the one for the other, and for their several and respective Heirs, Executors and Administrators, do covenant, promise and agree, to and with the said Commissioners Parties to these Presents, That they the said Creditors Parties to these Presents, severally, and their several and respective Heirs, Executors and Administrators, shall and will so far as concerneth his or their several and particular Debt and Interest herein, well and sufficiently save, defend, keep harmless and indemnified all the said Commissioners in the said Commission named, and every of them, their and every of their Bodies, Lands, Tenements, Goods and Charters, and every Part thereof, and their and every of their Executors and Administrators, of and from all and all Manner of Action and Actions, Arrests, Suits,

Costs, Charges, Damages and Expences whatsoever, which they, any or either of them shall or may suffer, sustain, be at, or be put unto for or by Reason of this present Deed of Distribution, or any other Matter, Act or Acts, Thing or Things whatsoever by them or any of them lawfully acted or done by Vertue of the said Commission, or their or any of their lawful Intent, meddling in any of the Estate of the said S. C. by Force, Vertue or Colour thereof. In witness, &c.

An Assignment of the Bankrupt's Estate by the Commissioners to one of the Creditors in Trust for all.

THIS Indenture made, &c. between (the Commissioners) of the one Part, and (the Assignees) of the other Part: *Whereas* the King's Majesty's Commission, &c. (reciting the Commission, as aforesaid). *And whereas* the said Commissioners, Parties to these Presents, being the major Part of the Commissioners in and by the said Commission named and authorized, having begun to put the said Commission in Execution, upon due Examination of Witnesses, and other good Proof upon Oath before them had and taken, did find that the said R. C. became a Bankrupt to all Intents and Purposes within the Compass, true Intent and Meaning of the several Statutes made against Bankrupts, or within the true Intent, &c. of one of them. *And whereas* the said Commissioners, Parties to these Presents, have also by due Examination of Witnesses found out and discovered, or it otherwise appeareth to them that the said R. C. at the Time he became a Bankrupt, as aforesaid, was seised in his Demesne as of Fee-simple, or of some other good Estate of Inheritance, or otherwise interested or entitled in and to one Messuage, Cottage or Tenement, situate, lying and being in P. in the County of Lincoln, containing &c. and two Acres of Land adjoining to, and used,

used, occupied and enjoyed with the same, together with all and singular the Buildings, Profits, Commodities, Benefits and Advantages, Hereditaments and Appurtenances to the said Messuage and Premises belonging, or in any wise appertaining, or at any Time heretofore used, occupied or enjoyed, or accepted, reputed, had or taken as Part, Parcel or Member thereof, or of any of them; which said Premises are now or lately were in the Tenure or Occupation of J. G. of, &c. Now this Indenture witnesseth, That the said Commissioners, Parties to these Presents, in further Execution of the said Commission and Statutes therein mentioned, and by Force and Vertue thereof; and for and in Consideration of the Trusts and Covenants herein after, on the Parts and Behalf of the said W. W. her Heirs and Assigns, covenanted to be done, performed, fulfilled and kept, and also of £ of lawful Money of Great Britain to them the said Commissioners, Parties to these Presents, in hand paid by the said W. W. the Receipt whereof is hereby acknowledged, have ordered, bargained, sold and assigned; And by these Presents do, as much as in them the said Commissioners, Parties to these Presents, lieth, and they lawfully may, order, bargain, sell and assign, unto the said W. W. her Heirs and Assigns, all and singular the said Messuage, Cottage or Tenement, Lands and Premises; and also all other Messuages, Lands, Tenements and Hereditaments whatsoever, whereof or wherein he the said R. C. had or claimed at the Time of his becoming Bankrupt, as aforesaid, or at any Time since, any Estate of Freehold or Inheritance, situate, lying and being in P. aforesaid, with their and every of their Appurtenances, together with all Ways, Waters and Water-courses, Commons, Lights, Easements, Buildings, Gardens, Profits, Commodities, Privileges, Preheminences and Emoluments whatsoever, to the said Messuage, Lands, Tenements and Premises, or

or any Part thereof, belonging or in any wise appertaining, and therewithal now or heretofore used, occupied, possessed and enjoyed, or accepted, reputed, taken or known to be a Part, Parcel or Member thereof, and the Reversion and Reversions, Member and Members thereof, together with the Rents, Issues and Profits of the same, and all the Estate, Right, Title and Property, Interest, Claim and Demand whatsoever of him the said R. C. at the Time of his becoming Bankrupt, as aforesaid, in Possession, Use, Remainder or Reversion, and all other his Estate, Right, Title and Interest of, in and to the same, and any Part or Parcel thereof; *To have and to hold* the said Messuage, Cottage and Tenement, Lands and Premises; And also, *Or. W. W.* her Heirs and Assigns for ever, in Trust nevertheless to and for the Use and behoof, Benefit and Advantage of the said *W. W.* and all other the Creditors of the said R. C. who have already sought, or hereafter shall in due Time come in and seek Relief by Vertue of the said Commission, and contribute towards the Charge thereof, according to the Directions and Limitations of the several Statutes in the said Commission mentioned. And the said *W. W.* for her self, her Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said Commissioners, Parties to these Presents, and every of them, and every of their Executors and Administrators, by these Presents, in Manner and Form following that is to say; That the said *W. W.* her Heirs and Assigns, or some or one of them, shall and will with all convenient Speed enter upon and take Possession of the said Messuage, Cottage, Lands or Tenements, and all other the Premises, with their Appurtenances herein before bargained, sold and assigned, or otherwise shall and will forthwith, and without loss of Time sue for and endeavour to recover the same; and after Possession had

and

and obtained, shall and will, with like convenient Speed, make Sale, or other Disposition of the said Premises, to and for the best Price the or they may or can lawfully get or procure for the same. And there add a Covenant to save harmless the Commissioners, as in the Deed foregoing. In witness, &c. V. post. 255.

Assignment of the Bankrupt's Estate by the Commissioners.

THIS Indenture made, &c. between M.K. of &c. P. T. of &c. and W. W. of &c. of the one Part, and H. B. &c. of the other Part. Whereas His Majesty's Commission under the Great Seal of Great Britain, grounded upon the several Statutes made concerning Bankrupts, bearing Date at Westminster the 13. Day of &c. hath been awarded against M. S. of &c. directed to the said M. K. P. T. and W. W. together with E. T. Esq. and W. H. Gent. thereby giving full Power and Authority unto them, four or three of them, to execute the same, as by the said Commission, Relation being thereunto had, may more fully and at large appear. And whereas the said M. K. P. T. and M. E. Parties to these Presents, having begun to put the said Commission in Execution, upon due Examination of Witnesses, and other good Proof upon Oath before them had and taken, have found and do find that the said M. S. for the Space of last past and upwards, before the Date and Signing forth of the said Commission, did use and exercise the Trade of, and bought and sold, &c. and other Wares and Commodities, and thereby sought and endeavoured to get her Living as other Persons of the same Trade or Business used to do. And the said M. S. during the Time of such her Trading and Dealing, as aforesaid, and by Reason thereof became indebted to the said H. B. and several other Persons her Creditors, in the Sum of 100 £. and upwards, and being so indebted

debted as aforesaid, the said *M. S.* did in the Judgment of the said Commissioners, Parties to these Presents, become a Bankrupt to all Intents and Purposes, and within the Meaning of the several Statutes made concerning Bankrupts, some or one of them, before the Date and Suing forth of the said Commission. And whereas the said Commissioners, Parties to these Presents, in further Execution of the said Commission, upon like Examination of Witnesses, and other good Proof before them taken, have also found, or it otherwise appeareth unto them, that the said *M. S.* at the Time, and since he became a Bankrupt, as aforesaid, was possessed of, interested in and entitled unto divers Goods, Wares, Merchandizes, Household stuff, and other Things, which were seized by Vertue of the said Commissioners Warrant, and have been duly inventoried and appraised by honest Men of Skill and Judgment; who did value and appraise the same at the Sum of, &c. the Particulars whereof are mentioned and expressed in the Schedule or Inventory, indented to these Presents annexed: And also, That there are divers and several Debts, Sum and Sums of Money due and owing unto the said *M. S.* and his Estate, by and from divers and sundry Persons; the Particulars whereof, together with the Names of the several and respective Persons that owe the same, are likewise mentioned, set down and expressed in the Schedule or Inventory indented to these Presents annexed. Now this Indenture witnesseth, That the said Commissioners, Parties to these Presents, in further Execution of the Commission and Statutes therein mentioned, every, or some or one of them, and by Force and Vertue of the same, every, or some or one of them; as also for and in Consideration of the Covenants and Agreements herein after mentioned, on the Part and Behalf of the said *H. B.* his Executors, Administrators and Assigns, covenanted and agreed to be performed and done, have (as much as in them

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lieth, and they lawfully may) ordered, disposed, assigned, transferred and set over, and by these Presents do (as much as in them the said Commissioners, Parties to these Presents, lieth and they lawfully may) order, dispose, assign, transfer and set over unto the said *H. B.* his Executors, Administrators or Assigns, all and singular the said Goods, Wares and Merchandizes, Sum and Sums of Money, and other Things mentioned, set down and expressed in the said Schedule or Inventory indented to these Presents annexed, together with all other the Goods and Chattels of the said *M. S.* To have and to hold, ask, demand, sue for, recover and receive all and singular the said Goods, Debts, Sum and Sums of Money, and other Things whatsoever by these Presents ordered, disposed, assigned, transferred and set over, or in any wise due, owing or belonging to the said *M. S.* or her Estate, by or from all or any the Persons named as Debtors in the said Schedule or Inventory indented to these Presents annexed, unto the said *H. B.* her Executors, Administrators and Assigns, together with all other the Goods and Chattels of the said *M. S.* upon Trust nevertheless, and to and for the Intents and Purposes following, that is to say, To and for the Use, Benefit, Behoof and Advantage of him the said *H. B.* and all such other Creditors of the said *M. S.* as have already sought, or shall hereafter in due Time come in and seek Relief by Vertue of the said Commission, and contribute towards the Charge thereof, according to the Directions and Limitations of the said Statutes, as to so much of the said Estate of the said *M. S.* ordered, disposed, assigned, transferred, and set over to the said *H. B.* as aforesaid, and of the Monies which shall or may be had or raised by or for the same, as the Debts of the said Creditors do or shall amount unto; and as to the Residue and Surplusage of the said Estate, (if any shall be) the same shall be in Trust for the said

M. S.

M. S. her Executors, Administrators and Assigns, according to the said Statutes, and the true Intent and Meaning thereof, and to and for no other Use, Intent or Purpose whatsoever. And the said *H. B.* for himself, and for his Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said Commissioners, Parties to these Presents, in Manner and Form following, that is to say: That he the said *H. B.* his Executors, Administrators and Assigns, some or one of them, will with all convenient Speed use his or their best Means or Endeavours, by Suit in Law or in Equity, or otherwise, to sue for, recover, receive and get Possession of all and every the said Goods, Debts, Sum and Sums of Money, and other Things mentioned, set down and expressed in the said Schedule or Inventory indented to these Presents annexed; and after Recovery had and obtained of the said Goods, and other Things, or any Part thereof, shall and will with the like convenient Speed, sell and dispose thereof to and for the most and best Value and Advantage he may or can (*lawfully*) make thereof; and shall and will from Time to Time, and at all Times hereafter, upon reasonable Request and Notice, give a just and true Account in Writing to the said Commissioners by the said Commission authorized, of all such Sum and Sums of Money, or other Satisfaction as upon such Accompt or Accompts shall appear to be so had, obtained, raised or received by Force, Vertue or Means of this present Deed or otherwise, out of the Estate of the said *M. S.* and such Money or other Satisfaction as upon such Accompt or Accompts shall appear to be had, obtained, raised or received, shall upon the reasonable Request and Notice of the said, &c. well and truly pay, or cause the same to be paid unto them the said Commissioners, Parties to these Presents, or the major Part of the Commissioners, by the said Commission authorized, to the End that the

the same may be by them ordered, disposed, distributed, assigned and set over, unto and amongst him the said *H. B.* and such other Creditors of the said *M. S.* as have already sought Relief, or that shall hereafter in due Time come in and seek Relief by Vertue of the said Commission, and contribute towards the Charges thereof, according to the Directions and Limitations of the Statutes aforesaid. And the said *H. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, grant and agree, to and with the said Commissioners, Parties to these Presents, their Executors, Administrators and Assigns, That he the said *H. B.* his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter well and sufficiently save, keep harmless, and indemnified them the said Commissioners, Parties to these Presents, their and every of their Bodies, Lands, Tenements, Goods and Chattels, and every Part thereof, of and from all Manner of Action and Actions, Suits, Arrests, Troubles, Charges, Damages and Expences whatsoever, which they, any or either of them, shall or may suffer, sustain, or be put unto, for or by Reason of this present Deed of Assignment, or by any Act or Acts, Thing or Things whatsoever, lawfully done or executed by them, any or either of them, by Vertue of the said Commission, or by their, any or either of their lawful Intermeddling with the Estate of the said *M. S.* In witness, &c.

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The Fees of suing out a Commission of Bankrupts.

Drawing the Affidavit	00	04	06
To the Secretary of the Bankrupts	02	03	00
To his Clerk	00	05	00
Private Seal	02	02	00
To my Lord's Secretary, &c.	02	03	00
To the Sealer	00	10	00
To the Porter	00	02	06
To the Hamper	00	03	06
For the Commission	05	16	01
Bond and Docquet	00	06	06
To the Clerk of the Docquets	00	10	00
Fee of Soliciting, &c.	01	01	06

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A Bargain and Sale of Copyhold Lands by the Commissioners.

THIS Indenture made, &c. between S. E. Esq; E. T. Esq; and J. J. Gent. of the one Part; and R. W. of, &c. R. W. of, &c. D. M. of, &c. E. C. of, &c. and W. E. of, &c. of the other Part, witnesseth: That whereas upon Complaint made to the Right Honourable W. Lord C. Lord Keeper of the Great Seal of Great Britain, by E. S. &c. as well for himself, as for all other the Creditors of F. M. late of W. &c. That whereas the said F. M. using and exercising the Trade of Merchandize by way of Bargaining, Exchange, Battering and Cheifance, seeking his Trade of Living by Buying and Selling, upon good and just Cause, for Wares and Merchandize to him sold and delivered, and also for ready Money to him lent, being indebted to the said E. S. and other his Cre-

Creditors, in divers and several Sums of Money, amounting in the whole to the Sum of 500*l*. and upwards of late, (that is to say) about the Month of *M.* in the Year, &c. Did become Bankrupt within the several Statutes lately made against Bankrupts, to the Intent to defraud and hinder him the said *E. S.* and other his Creditors, of their just Debts and Duties to them owing, (*viz.*) within the Statute made in the Parliament begun and holden at *Westminster* the 2d Day of *M.* in the 13th Year of the Reign of our late Sovereign Lady Queen *Elizabeth*, concerning Bankrupts; and within the Statute made in the Parliament begun and holden at *Westminster* afore said, &c. (*as before*) or within some or one of them: Our said Sovereign Lord the King's Majesty that now is, by His most gracious Commission under the Great Seal of *Great Britain*, bearing Date at *Westminster* the 19th Day of *January* in the first Year of His said now Majesty's Reign, directed to the said *S. E. E. T.* and *J. J.* Esqs; and unto *F. W.* Gent. and *J. P.* Gent. hath named, assigned, constituted and ordained the said *S. E. E. T. J. J. F. W.* and *J. P.* His Majesty's special Commissioners, giving full Power and Authority unto them, four or three of them, whereof the said *S. E.* or *E. T.* to be one, to execute the said Commission, according to the same Statutes, and every or any of them, not only concerning the said *F. M.* his Body, Lands, Tenements, Freehold and Customary, Goods, Debts, and other Things whatsoever; but also concerning all other Persons which by Concealments, Claim or otherwise, do or shall offend touching the Premises, or any Part thereof, contrary to the true Intent and Meaning of the same Statutes, and every or any of them, to do and execute, and all and every Thing and Things whatsoever, as well towards and for Satisfaction and Payment of his said Creditors, as towards and for all other Intents and Purposes,

ses, according to the Ordinance and Provision of the same Statutes, as in and by the said Commission, and the Complaint in Writing thereunto annexed, more plainly and at large it doth and may appear. And whereas the said S. E. E. T. and J. J. do further find that at the Time that the said F. M. became Bankrupt, as aforesaid, he the said F. M. and J. his Wife, were and stood seised to them, and to the Heirs of the said F. M. according to the Custom of the Manor of W. in the County of E. of one Copyhold, or Customary Messuage or Tenement called C. with a Garden and Orchard thereunto belonging, now in the Occupation of the said F. M. &c. holden by Copy of Court-Roll of the foresaid Manor of W. All which Copyhold or Customary Premises, the greater Part of the above-named Commissioners, by the said Commission authorized, have caused to be viewed and arrented, and the respective Estates of the said F. M. of and in the same, to be appraised to the best Value they may; and accordingly the same have been viewed, arrented and appraised by J. K. and R. F. Men of sufficient Skill and Judgment for the doing thereof, in Manner and Form following, that is to say; the aforesaid Messuage or Tenement called C. and the Garden and Orchard thereunto belonging, in the Occupation of the said F. M. situate, lying and being at W. aforesaid, to be let for the yearly Rent of 6 l. of lawful Money of Great Britain, and the Estate of the said F. M. therein worth to be sold 90 l. of like Money, &c. The said S. E. E. T. and J. J. with the Consent, and at the Request of the Creditors of the said F. M. for and in Consideration of the Sum of 897 l. of lawful Money of Great Britain unto the said S. E. E. T. and J. J. by the said R. W. R. B. D. M. E. C. and W. E. to the Use, Benefit and Behalf as well of themselves, as also of all other the Creditors of the said F. M. that have sued forth, and have joined,
and

and that shall hereafter join in the prosecuting of the said Commission, as much as in them the said S. E. E. T. and J. J. doth lie, and they lawfully may, grant, bargain and sell, and by these Presents do as much as in them lieth, and they lawfully may, grant, bargain and sell unto the said R. W. R. B. D. M. E. C. and W. E. All that the foresaid Copyhold or Customary Messuage or Tenement called C. with the Garden and Orchard thereunto belonging, and now in the Occupation of the said F. M. holden by Copy of Court-Roll of the foresaid Manor of W. &c. Together with all Woods, Underwoods, Commons, Pastures, Feedings, Ways, Watercourses, Easements, Profits, Commodities and Appurtenances whatsoever, unto all and every the said Copyhold, or Customary Premises thereby granted, and every Part and Parcel thereof, belonging or in any wise appertaining, or therewithal usually letten, occupied or enjoyed, and all the Estate, Right, Title, Interest, Use, Possession, Reversion and Reversions, Remainder and Remainders, Claim and Demand whatsoever of the said F. M. of, in and to all and singular the Premises hereby granted, and every Part and Parcel thereof, with the Appurtenances; *To have and to hold* all the said Copyhold, or Customary Messuage or Tenement called, &c. and every Part and Parcel thereof, with all and every the Appurtenances, unto the said R. W. R. B. D. M. E. C. and W. E. their Heirs and Assigns, to their own proper Use and Behoof for ever, according to the Custom of the said several Manors, whereof the same, be respectively holden as aforesaid: *And to have and to hold* all and singular the said Close or Pasture-ground called H. and the said Close of arable Land thereunto adjoining, and every Part and Parcel thereof, with all and every the Appurtenances, unto the said R. W. R. B. D. M. E. C. and W. E. and their Assigns, to their own proper Use and Behoof, for and during the natural

Life

Life of the said F.M. according to the Custom of the
aforesaid Manor of W. aforesaid, yielding, paying,
performing and doing unto the said several Lords of
the several Manors before mentioned, of whom the
Cottbold or Customary Premises hereby granted
are respectively holden, all and every the Fines, Rents,
Duties and Services, of Right used and accustomed
to be yielded, payed, performed and done for the
same. In witness, &c.

Vide pler Tit. Merchants.

Bargains and Sales.

A Bargain and Sale of Goods, &c.

TO all to whom these Presents shall come, &c.
greeting, Know ye, That I the said A. B. for
and in Consideration of the Sum of 10 l. and for di-
vers other good and valuable Causes and Considera-
tion me hereunto especially moving, have bargained,
sold, released, granted and confirmed, and by these
Presents do bargain, sell, &c. unto C. D. Widow, late
the Wife of J. D. deceased, All and singular such
Goods and Chattels, Household-stuff, Implements and
Moveables, beittig in or about the Dwelling-house of
me the said A. B. in the Parish of, &c. contained and
specified in a certain Schedule hereunto annexed, and
subscribed by the proper Hand of me the said A. B.
To have and to hold the said Goods, &c. unto the said
C. D. and her Assigns for ever, freely, quietly, peace-
ably and entirely, without any Contradiction, Claim,
Disturbance or Hindrance of any Person whatsoever,
and without any Accompt to me, or to any other
whomsoever, to be made, answered, or hereafter to
be rendered: So that neither I the said A. B. nor any
other for me, or in my Name, any Right, Title, In-
terest or Demand of, in, to, or for the said Goods and
Chat-

Chattels, Household-stuff, Implements and Moveables, or any Part or Parcel thereof, ought to exact, challenge, claim or demand at any Time or Times hereafter: But from all Action, Right, Estate, Title, Claim, Demand, Possession and Interest thereof, shall be wholly barred and excluded by Force and Virtue of these Presents. And I the said *A. B.* my Heirs, Executors and Administrators, all and singular the Goods and Chattels, Household-stuff, Implements and Moveables afore said, to the said, *C. D.* her Executors and Administrators, against all People will warrant, and for ever defend by these Presents, of which Goods and Chattels, Household-stuff, Implements and Moveables, I the afore said *A. B.* have put the said *C. D.* in full and peaceable Possession by giving and delivering of one silver Spoon, which I gave and delivered to the said *C. D.* at the Sealing and Delivery of these Presents. *In witness, &c.*

A Bargain and Sale of Silver Plate, with Condition for Redemption.

THIS Indenture, &c. Between, &c. witnesseth, That the said *J. G.* for and in Consideration of the Sum of 40 *l.* of, &c. the Receipt, &c. hath bargained, sold, given and granted, and by these Presents doth bargain, sell, give, grant and confirm unto the said *J. H.* one silver Tankard, &c. All which Plate aforementioned, the said *J. G.* hath at and before the Ensealing hereof, delivered into the Hands and Possession of the said *J. H.* To have and to hold the said silver Tankard, &c. and all other the Goods and Chattels whatsoever, by these Presents bargained and sold, given, granted and confirmed, or mentioned or intended to be by these Presents bargained, &c. and every Part thereof, unto the said *J. H.* his Executors, Administrators and Assigns, to his and their own proper Use and Behoof for ever, freely and absolutely as his and their

their own proper Goods. And the said J. G. hath put the said J. H. in full Possession of all the Premises by Delivery of the said silver Tankard, Parcel of the Premises, in the Name of a full Possession of all the Residue of the Premises, Goods and Chattels whatsoever, hereby bargained, &c. *Provided* always, and upon this Condition following, *viz.* That if the said J. G. his Heirs Executors or Administrators, do or shall, well and truly pay, or cause to be paid unto the said J. H. or to his certain Attorney, his Executors, Administrators or Assigns, at or in the now Dwelling-house of the said J. H. situate in C. aforesaid, the Sum of 40 *l.* of lawful Money of *Great Britain*, in Manner and Form following, *viz.* &c. That then this Indenture to be void, and of none Effect: But if Default be had or made in Payment of the said 40 *l.* in Part or in All, contrary to the Manner and Form aforesaid, That then this present Indenture to stand in full Force and Effect. And the said J. G. for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said J. H. his Executors, Administrators and Assigns, by these Presents, as followeth, *viz.* That in case the said J. G. his Executors or Administrators, shall make Default in Payment of the said 40 *l.* or any Part thereof, contrary to the Manner and Form in the Condition before in these Presents contained; Then the said J. H. his Executors, Administrators and Assigns, shall and may, for the Consideration aforesaid, peaceably and quietly have, hold and enjoy to his and their own proper Use for ever, the said silver Tankard, &c. and all the Premises above by these Presents bargained, sold and granted, or mentioned or intended to be, &c. and every Part and Parcel thereof, with all and singular the Appurtenances, without any lawful Let, Suit, Trouble, Expulsion, Eviction, Molestation or Denial of the said J. G. his Executors or Administrators, or of any other Per-

son or Persons whatsoever. *And also*, That he the said *J. G.* his Executors or Administrators, shall and will well and truly pay, or cause to be paid, unto the said *J. H.* his Executors, Administrators or Assigns, the said Sum of, &c. in Manner and Form as aforesaid, according to the true Meaning of these Presents. *And* the said *J. H.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *J. G.* his Executors, Administrators and Assigns, by these Presents, That he the said *J. H.* his Executors, Administrators and Assigns, shall and will immediately after the Receipt of the said 40 *L.* according to the true Meaning of the Condition aforesaid, upon reasonable Request of the said *J. G.* well and truly redeliver, or cause to be redelivered unto the said *J. G.* his Executors, Administrators or Assigns, the said silver Tankard, &c. which Plate the said *J. H.* received of the said *J. G.* at and before the Ensealing hereof, as aforesaid, in as good case as the same, and every of them, at this present Time now are. *In witness, &c.*

A Bargain and Sale of Householdstuff.

K Now all Men by these Presents, That I *R. C.* of, &c. for and in Consideration of the Sum of 50 *L.* of lawful Money of *Great Britain* to me in hand paid, at and before the Sealing and Delivery of these Presents, by *J. F.* of, &c. wherewith I acknowledge my self fully satisfied and paid, and thereof and of every Part thereof, do hereby acquit, exonerate and discharge the said *J. F.* his Executors, Administrators and Assigns; Have granted, bargained and sold, and by these Presents do fully, clearly and absolutely grant, bargain and sell unto the said *J. F.* all such Goods and Householdstuff, and all other Things as are mentioned and contained in a Schedule hereunto annexed, now remaining and being in one Mel-

suage, and the Garden and Yard thereunto belonging, called C. situate, lying and being in C. in W. and now in the Tenure or Occupation of the said J. F. or his Assigns; To have and to hold all and singular the said Goods, &c. before, by these Presents, bargained and sold unto the said J. F. his Executors, Administrators and Assigns for ever. And the said R. C. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said J. F. his Executors, Administrators and Assigns, by these Presents, That he the said R. C. his Executors, Administrators and Assigns, and every of them, all and singular the said Goods, &c. before bargained and sold, and every of them, unto the said J. F. his Executors, Administrators and Assigns, against all Persons shall and will warrant, and for ever defend by these Presents. *In witness, &c.*

A Bargain and Sale of all Goods and Chattels, real and personal, to save harmless from all Bonds.

TO all Christian People to whom this present Writing shall come, I R. C. of, &c. send greeting. Know ye, That I the said R. C. as well for the indemnifying and saving harmless of J. F. of, &c. his Heirs, Executors, Administrators and Assigns, and every of them, of and from all Manner of Bonds and Writings obligatory whatsoever; wherein the said J. F. is and standeth bound for me the said R. C. in any Sum or Sums of Money to any Person or Persons whatsoever, as also in Consideration of the Sum of 5 s. &c. and for divers other good Causes and Considerations me hereunto especially moving; Have given, granted, bargained, sold and confirmed, and by these Presents do give, grant, bargain, sell and confirm unto the said J. F. all and singular my Leases, Goods and Chattels whatsoever, as well real as personal, of what Kind, Nature, Quality or Condition soever the same
are

are or be, and in what Place or Places soever the same shall or may be found, as well in my own Custody and Possession, as in the Hands, Custody and Possession of any other Person or Persons whatsoever; *To have and to hold* all and singular the said Leases, Goods and Chattels, and all other the Premisses, with the Appurtenances, to the said *J. F.* his Heirs, &c. to his and their own proper Use and Behoof for ever. *And I* the said *R. C.* and my Heirs, &c. all and singular the said Goods and Chattels, and other the Premisses, unto the said *J. F.* his, &c. to his and their own proper Use, as aforesaid, shall and will warrant, and for ever defend by these Presents: Provided always, That if I the said *R. C.* my Executors, &c. or any of us, do or shall from Time to Time, and at all Times hereafter, clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said *J. F.* his, &c. and all his and their Goods, Chattels, Lands, Tenements and Hereditaments, and every of them, of and from all and singular Bonds, and Writings obligatory whatsoever, wherein and whereby the said *J. F.* at the Request, or for the Debt of me the said *R. C.* is and standeth bound to any Person or Persons whatsoever in any Sum or Sums of Money, and of and from all and all Manner of Actions, Suits, Charges, Troubles, Expences and Demands whatsoever, which shall or may in any wise hereafter happen, come, grow or be, to or against the said *J. F.* his, &c. or any of them, for or by Reason of the said Obligations and Writings obligatory, or any of them, or any Thing in them or any of them mentioned or contained, That then this present Deed or Grant, and every Thing herein contained, shall be utterly void and of no Effect; Any Thing herein before mentioned to the contrary thereof in any wise notwithstanding. *In witness, &c.*

A Bar-

A Bargain and Sale of Goods distrained for Rent.

THis Indenture, &c. Between *N.C.* of, &c. *J.R.* Constable of the Hundred of, &c. *D.C.* of, &c. *J.F.* of, &c. and *H.R.* of, &c. of the one Part; *J.S.* of, &c. and *T.S.* of, &c. of the other Part, witnesseth; That it is affirmed by the said *N.C.* and testified by the said *D.C.* upon his Oath sworn before the said Constable, That on the 29th Day of *September* last past, before the Date hereof, the said *N.C.* in the Presence of the said *D.C.* did enter into a Messuage and Lands called *S. Farm* in *H.* within the Hundred aforesaid, and for 155 *l.* of Rent at the Feast of the Annunciation of the Blessed *Mary* last past, due unto him the said *N.C.* from *S.F.* upon a Demise, whereby the said *S.F.* held the said Farm of the said *N.C.* and did distrain there, and found the Goods and Chattels following, (to wit) [*recite the Particulars*]: And it is further testified by the said *D.C.* and also by the said *J.F.* and *H.R.* upon their Oaths sworn before the said Constable, That after such Distress taken, (to wit) on the said 29th Day of *September* last past, the said *N.C.* did at the chief Mansion-house of the said Farm, give publick Notice of the said Distress, and the Cause thereof, and a Note thereof in Writing, expressing the Particulars of the said Goods and Chattels distrained, and of the said Rent for which the same were distrained, did then and there deliver unto *E.* Daughter of the said *S.F.* And the said *D.C.* *J.F.* and *H.R.* upon their Oaths aforesaid, have truly appraised all the said Goods and Chattels distrained, at 90 *l.* and say upon their said Oaths, That all the said Goods and Chattels, according to the best of their Understandings, are not more worth than 90 *l.* And this Indenture further witnesseth, That the said Goods and Chattels being yet unplevied, the said *M.C.* with the Constable aforesaid, for and in Consideration of 90 *l.* being the best Price can be gotten

ten for the said Goods and Chattels, by the said J. S. and T. S. paid to the said N. C. towards Satisfaction of the said Rent of 155 *l.* for which the said Goods and Chattels were distrained; Have bargained and sold, and by these Presents do bargain and sell unto the said J. S. and T. S. all the Goods and Chattels before herein mentioned to be distrained, as aforesaid; To hold unto the said J. S. and T. S. as their only proper Goods and Chattels for ever. In witness, &c.

Note, It is best to make so many Parties, for the more easy proving afterwards (if occasion should be) the Regularity of the Proceedings.

A Bargain and Sale of Part of a Vessel, and all the Goods.

TO all Christian People to whom these Presents shall come, or may concern, I J. B. of B. in the County of *Sussex* Esq; send greeting. Know ye, That I the said J. B. in Consideration of the Sum of 70 *l.* of good and, &c. to me in Hand well and truly paid, at and before the Ensealing and Delivery of these Presents, by C. D. of, &c. the Receipt whereof I do hereby confess and acknowledge, and thereof, &c. Have bargained and sold, and by, &c. do bargain and sell unto the said C. D. one twelfth Part or Share of the Ship or Vessel lately called the *Royal Sovereign*, and now the *Royal Anne*, under the Command of Sir G. B. whereof Sir T. M. is the present Captain, which is of the Burthen, Weight or Fulness of 200 Tun, or thereabouts; together also with one 12th Part or Share of all Masters, Sailors, Sails, Cables, Anchors, Boats, Oars, Ropes, Ladders, Guns, Gunpowder, Ammunition, Stores, Provision, Rigging, Tackle, Apparel, Furniture and Appurtenances whatsoever, to the said Ship

Ship or Vessel belonging, or in anywise appertaining, *To have and to hold* the said 12th Part or Share of the said Ship or Vessel, and of all other the Premises whatsoever hereby bargained and sold, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, to his and their own proper Use, Uses, Benefit and Behoof, as his or their own proper Goods and Chattels for ever: *And* I the said J. B. do hereby for my self, my Executors and Administrators, covenant, promise, grant and agree, to and with the said C. D. his Executors and Administrators, That the said 12th Part of the said Ship or Vessel, and of all other the Premises hereby bargained and sold, with the Appurtenances, now are and be, and so shall at all Times for ever hereafter be, remain and continue unto the said C. D. his Executors, Administrators and Assigns, free and clear of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Assignments and Incumbrances whatsoever, had, made, done or committed by me, or my Means, Privity or Procurement. [*And add a Covenant for further Assurance, and other necessary Covenants.*] In witness, &c.

Vide Tit. Covenants post.

A Bargain and Sale of an Annuity, &c.

THIS Indenture made, &c. Between R. W. of C. in the County of S. Wheel-Wright, of the one Part; and T. C. of M. in the said County of S. Founder, of the other Part. *Whereas* J. C. late of E. in the said County, Yeoman, deceased, Father of R. C. late of E. aforesaid, in and by his last Will and Testament, bearing Date on or about the --- Day of, &c. among other Legacies and Bequests therein and thereby given, limited, published, expressed and contained, did give and bequeath unto the said R. C. one Annuity or

or Yearly Rent of, &c. issuing, arising, accruing or coming out of all those Lands, Tenements, &c. as in and by the said Will, Relation being thereunto had, may more plainly appear. *And whereas* the said Annuity or yearly Rent, by and at the Decease of the said T. W. did descend and come to the said R. W. Party to these Presents, and his Assigns, for and during all the Rest and Residue of the said Term of --- Years then to come and unexpired. *Now this Indenture witnesseth,* That the said R. W. for and in Consideration of the Sum of, &c. to him in Hand, by the said T. C. at and before the Ensealing and Delivery of these Presents, paid, the Receipt whereof he doth hereby acknowledge, and himself to be thereof fully satisfied, contented and paid; and thereof, and of every Part and Parcel thereof, doth acquit, release and discharge the said T. C. his Executors and Administrators, for ever by these Presents; Hath given, granted, bargained, sold, aliened, released and confirm'd, and by these Presents doth fully, clearly and absolutely give, grant, &c. unto the said T. C. his Heirs and Assigns, All that the afore-said Annuity or yearly Rent of, &c. and ever Part and Parcel thereof, and all his Estate, Right, Title, Interest, Use, Property, Claim or Demand whatsoever of him the said R. W. of, in or to the same Annuity or yearly Rent, and every Part or Parcel thereof; together with all Deeds, Wills, Evidences, Escripts and Writings whatsoever touching or concerning the same, or any Part or Parcel thereof, To have, hold, levy, receive, take and enjoy the said Annuity or yearly Rent, and every Part and Parcel thereof, unto the said T. C. his Executors, Administrators and Assigns, to his and their only proper Use and Behoof, for and during all the Residue and Remainder of the said Term of --- Years yet to come and unexpired, in as large, ample and beneficial a Manner, to all Intents, Conditions and Purposes, as the said R. W. may, might, would

would or could have had, held, levyed, received, taken and enjoyed the same. *In witness, &c.*

A short Bargain and Sale of Coppice-Woods, where the Price is partly paid in Hand, and the Residue to be paid after.

THIS Indenture made, &c. Between N. C. of the City of C. in the County of S. Gent. of the one Part; and I. C. of E. A. in the same County, Yeoman, of the other Part, witnesseth: That the said N. C. for and in Consideration of, &c. lawful Money of Great Britain, to him by the said I. C. before the Sealing and Delivery hereof, well and truly in Hand paid, and five Pounds and ten Shillings more to be paid in such Manner as is herein after mentioned, Hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said I. C. all those Coppice-Woods and Underwoods, standing and growing, or being upon a Parcel of Coppice-Ground called Z. containing by Estimation three Acres in W. A. in the said County of S. Except and always reserved out of this Grant, all Timber-Trees, and other Trees standing, growing, or being in the said Coppice-Ground, and all young Sallows there left at the last Felling of the said Coppice, about eleven Years ago; and except the Wood, Boughs and Loppings of such Trees and Sallows; And also except and reserved out of this Grant all the Hedges about the said Coppice-ground, and all Wood-Frith and Stuff therein growing or being; And all Coppice-Woods, Underwoods, Frith and Stuff growing or being within four Foot of any the inward Standards of the said Hedge, round about the said Coppice-Ground: And the said N. C. for the Consideration aforesaid, doth hereby give and grant unto the said I. C. his Assigns and Servants, full Liberty of Ingress, Egress and Regress, by the

the usual Way and Passage into and from the said Coppice-Ground, to fell and cut down the said Coppice-Woods and Under-woods, hereby bargained and sold, before the --- Day of --- next coming, and the same to have, take and carry away with Carts and Carriages, before the Four and twentieth Day of June next coming: And the said I. C. doth hereby covenant with the said N. C. That he the said I. C. or his Assigns, Servants, Agents or Workmen, shall not and will not fell, cut or lop any of the said Trees, or Sellows in the said Coppice-Grounds, nor any of the Hedges aforesaid, or the Wood-Frith or Stuff there-in growing or being, nor any of the Coppice-Wood, Under-wood, Frith or Stuff growing or being within four Foot of any of the Inward Standards of the said Hedges; And that he or they shall not permit, or suffer any of the Horses or Beasts of the Carts or Carriages aforesaid, to eat, crop or bite any of the Sprouts, or young Germins in the said Coppice-Ground: And the said J. C. doth hereby further covenant with the said N. C. That he the said I. C. his Executors or Administrators, shall and will well and truly pay unto the said N. C. his Executors or Administrators, the aforesaid 5 l. and 10 s. on the Nine and twentieth Day of September next coming: And also, That it may and shall be lawful to and for the said N. C. and his Assigns, to have and take to and for his and their own Use, all such of the Coppice-Woods, and Under-woods, hereby bargained or sold, and of the Poles, Faggots and Stuff thereof coming, which shall be or remain on the Coppice-Ground aforesaid, on the said 24th Day of June. In witness, &c.

*A Bargain and Sale of Under-wood, with a Covenant
to leave Standels,*

THIS Indenture made, &c. Between J. F. of
of, &c. and R. C. of, &c. Witnesseth, That the
said J. F. for and in Consideration of the Sum of
100 £ of lawful Money of Great Britain, wherewith
he the said J. F. doth acknowledge himself to be
fully satisfied and paid, and doth hereby acquit and
discharge the said R. C. his Executors, Administrators
and Assigns, Hath granted, bargained, and sold, and
by these Presents doth grant, bargain and sell, unto
the said R. C. all and singular the Woods and
Under-woods standing, growing or being within
the Wood called *B. Wood*, and the Hedges of the
same, containing by Estimation 100 Acres, be the
same more or less, lying and being in the Parish of
P. in the County of *S.* and also the Lops and Shreds
of all such Trees being within the said Wood called
B. Wood, as have been usually lopp'd at the Felling
of the Under-wood growing within the same
Wood; Except and always out of this present
Sale, reserved unto the said J. F. his Heirs and
Assigns, the Bodies and Trunks of all Manner of
Trees whatsoever (other than Under-wood) and the
Lops and Shreds of such Trees as have been usual-
ly lopped, growing or being upon the same Wood,
or any Part or Parcel thereof; To have and to hold
the said Under-woods, Lops and Shreds before by
these Presents bargained and sold, except before ex-
cepted, unto the said R. C. his Executors, Admini-
strators and Assigns, to his and their own proper
Use and Behoof for ever. And the said J. F. doth
hereby covenant, promise, grant and agree to and
with the said R. C. his Executors, Administrators
and Assigns, That it shall and may be lawful to and
for him, them, or any of them peaceably and
quietly

quietly to have, hold, take, use and enjoy the said Under-woods, and to enter into the said Woods and every Part thereof, there to fell, hew and cut down all and singular the said Woods, Under-woods and Hedge-Rows, at seasonable Times in the Year, from the Day of the Date hereof until the full End, &c. And the same so felled, hewed and cut down, with his and their or any of their Carts and Carriages to carry and convey from thence to any other Place or Places, at his and their Liberty and Pleasure, at all Times during the said Term and Space of, &c. by all convenient and proper Ways and Means thereto now used or accustomed, without any Let or Hindrance of or from him the said J. F. his Executors Administrators or Assigns. And the said R. C. for himself, his Executors, &c. doth covenant and agree to and with the said J. F. his Executors, &c. That he the said R. C. his Executors, &c. shall and will, at every Felling which he or they shall make of the said Woods, Under-woods and Trees, leave standing and growing in and upon the Premises so many competent and sufficient Standards, Standles and Stores as by the said Statute is and ought to be left; and also shall and will, at his and their own proper Costs and Charges, make good all the Hedges and Fences about the young Springs of the said Wood, for the safe keeping thereof from the Hurt and Spoil of Beasts and Cattle, according to the Custom of the Country there. *In witness, &c.*

A Bargain and Sale of Trees and Coppice-Woods, with Covenant to be saved harmless from Tithes, and other Special Covenants.

THIS Indenture made, &c. Between Sir J. R. Knight, &c. of the one Part, and W. F. &c. of the other Part, *Witnesseth*, That the said Sir J. R. for and in Consideration of 380*l.* of lawful Money
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of Great Britain, to him by the said *W. F.* before the Enfealing and Delivery hereof, well and truly in Hand paid, Hath granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *W. F.* all the Woods, Under-woods and Trees now standing, growing and being in or upon all that Parcel of Wood-Land called the East Part of, &c. as it is now set out to be sold, containing One hundred and fifteen Acres, more or less, now or late in the Occupation of *R. K.* or his Assigns, and lying and being in the Parish of *E.* in the County of *S.* Except and always reserved out of this present Grant unto the said Sir *J. R.* and his Assigns, Fifteen hundred of the best Trees of Oak, Ash, Beech, now growing and being upon the aforesaid Wood-Land, to be marked and signed out by *F. P.* and *W. C.* or either of them, for and on the Behalf of the said Sir *J. R.* And the said Sir *J. R.* for the Consideration aforesaid, hath given and granted, and by these Presents doth give and grant unto the said *W. F.* his Executors, Administrators and Assigns, for his and their Servants, Labourers and Workmen, with all Wains, Carts, Carriages, Working-Tools and Implements, free and quiet Liberty of Ingress, Egress and Regress, in, by and through all usual or reasonable Ways or Passages, for and during the Term of three Years next ensuing the Date hereof, to fell, cut down, hew, cut out, convert, load, have, take and carry away, to and for their own Use, all the said Woods, Underwoods and Trees, before in these Presents mentioned to be bargained and sold, and all the Wood and Stuff thereof, or of any Part thereof, concerning, arising or increasing; And the said Sir *J. R.* hath also for the Consideration aforesaid, given and granted, and by these Presents doth give and grant unto the said *W. F.* his Executors, Administrators and Assigns, one Lime-Kiln, and one Chalk-Pit, to be made,

made, used and enjoyed by the said *W. F.* his Executors, Administrators and Assigns, upon the said Parcel of Wood-Land before mentioned; for and during the aforesaid Term of Three Years next ensuing the Date hereof; And that it shall and may be lawful to and for the said *W. F.* his Executors, Administrators and Assigns, for and during the said Three Years, to build and make the said Lime-Kiln upon the Land aforesaid, in such convenient Place as by the said *F. P.* and *W. C.* or either of them, shall be assigned, upon Request; And in Default of such Assignment, then in such convenient Place upon the Land aforesaid, as to the said *W. F.* or his Assigns shall seem meet; And also during those Three Years to dig Chalk in the said Chalk-Pit, and the same Chalk to burn and make into Lime in the said Lime-Kiln; And the said Lime-Kiln to convert and dispose to the proper Use of the said *W. F.* And the said Sir *J. R.* doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said *W. F.* his Executors, Administrators and Assigns by these Presents; That he the said Sir *J. R.* now hath, at the Time of making, sealing and delivering of these Presents, good Right, full Power, lawful and rightful Authority, Title and Interest, to grant, bargain and sell the said Woods, Under-woods and Trees before in these Presents mentioned, unto the said *W. F.* in Manner and Form aforesaid; And also, That he the said *W. F.* his Executors, Administrators and Assigns, shall or lawfully may, during the aforesaid Three Years, peaceably and quietly fell, cut down, have, hold, take and convert the said Woods, Under-woods and Trees before in these Presents mentioned to be bargained and sold, and also the Liberty of Ingress, Egress and Regress, before in these Presents granted concerning the same, without any Let, Trouble, Interruption or

Contradiction, of or by the said Sir *J. R.* his Executors, Administrators or Assigns, and without any lawful Let, Trouble, Interruption or Contradiction, of or by any other Person or Persons whatsoever; And also that the said Woods, Under-woods and Trees before in these Presents mentioned to be bargained and sold, and every Part thereof, are and shall be exempted, privileged and discharged of and from the Payment of Tithes thereof, upon the Felling or converting the same; And also, That he the said Sir *J. R.* his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, acquit, discharge and save harmless the said *W. F.* his Executors, Administrators and Assigns, of and from the Payment of Tithes for the said Woods, Under-woods and Trees, or any Part thereof, and of and from all Expences, Costs, Charges and Damages, for or by occasion of any Action or Suit to be brought against him for or concerning the said Tithes; And the said *W. F.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said Sir *J. R.* his Executors and Administrators, by these Presents; That the said *W. F.* his Executors, Administrators or Assigns, or any of them, shall not fell or cut down any of the Woods, Under-woods or Trees before in these Presents bargained or sold, between the First Day of *May* and the Twentieth Day of *September*, in any of the said Three Years next coming; And also that he the said *W. F.* his Executors, Administrators and Assigns, shall and will before the first Day of *July*, in every of the said Three Years, avoid and carry away from the Woody Part of the aforesaid Wood-Land, into the Plots there, all the Under-woods and Trees, which shall before such First Day of *July* be felled or cut down in the said Woody Parts; And also,

That

That he the said *W. F.* his Executors, Administrators and Assigns, shall not, during the said Three Years, commit or do any wilful Hurt, Spoil or Damage, to the young Germins arising or growing up in the said Wood-Lands, after the Felling the Woods, Underwoods and Trees, there now growing or being, or any Part thereof; And also, That the said Sir *J. R.* his Executors, Administrators and Assigns, shall or lawfully may at any Time or Times during the said Three Years, cut and take upon the said Wood-Lands sufficient Stakes, and sufficient of the best Bushes there to be had, for the new making, repairing and enclosing the outer Hedges and Fences belonging to the said Wood-Land, and for the making any other new Fences, or Inclosures, in the said Wood-Land, and between such Parcel thereof, where the Woods and Trees shall in any Year be felled and cut down, and such Parcel thereof, where the Woods and Trees shall then yet be standing, which last mentioned Partition-fences, the said Sir *J. R.* doth hereby covenant, That it shall be lawful for the said *W. F.* his Executors, Administrators and Assigns, after the two first Years of the said Three Years, to pull up, take and convert to their own Use; And the said *W. F.* doth further, for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said Sir *J. R.* his Executors, Administrators and Assigns by these Presents, That he the said *W. F.* his Executors, Administrators and Assigns, shall and will from Time to Time give Notice unto the said *F. P.* and *W. C.* or one of them, of such particular Plot or Parcel of the Woods, Under-woods and Trees before mentioned, as the said *W. F.* his Executors, Administrators and Assigns, shall from Time to Time then next intend to fell or cut down; To the Intent the said *F. P.* and *W. C.* may mark and sign out so many of the Trees in such Plot or Parcel

growing and they shall see most fit, of the aforesaid Fifteen hundred Trees excepted out of this present Bargain and Sale; And also, that if any Action or Suit shall at any Time hereafter be brought against the said *W. F.* his Executors, Administrators or Assigns, for not setting out of the Tithes of the aforesaid Woods, and if the said Sir *J. R.* or his Assigns, shall from Time to Time discharge and save harmless the said *W. F.* from the Payment of all and every Expences, Costs and Charges, for or by Occasion of any such Action or Suit, That then the said *W. F.* his Executors, Administrators and Assigns, shall and will permit and suffer the said Sir *J. R.* and his Assigns, to make Defence in such Actions or Suits, in such Manner as he and they shall think fit, and that the said *W. F.* his Executors, Administrators or Assigns, shall not fraudulently or willingly permit or suffer any Judgment or Decree to be had or given against them in such Actions or Suits, nor make any Composition or Agreements with the Plaintiff in such Actions or Suits, without Complaint of, &c. In witness, &c.

A Bargain and Sale of a Term of Years, taken in Execution upon a Fieri Facias.

THIS Indenture made, &c. Between *W. S.* one of the Bailiffs of *J. G. Esq;* Sheriff of the County, &c. of the one Part, and *D. C. &c.* of the other Part. Whereas *W. P. &c.* at the Time of making the Warrant herein after mentioned, was possessed for a Term of Years yet to come, of and in all that Close of Land, &c. And whereas *N. C.* in the Court of Common Pleas at *Westminster*, did recover against the said *W. P.* one Judgment for 40 *l.* Debt and 30 *s.* Costs of Suit: Upon which said Judgment in the Term of *St. Michael* last past, a Writ of *Fieri Facias*, returnable in *Octabis S. Hil-*
larii,

larii, issued out of the said Court, and was directed and delivered unto the said Sheriff in Form of Law to be executed. Which said Sheriff, on the Second Day of September last made his Warrant unto the said *W. S.* and others, jointly and severally, for the Execution of the said Writ. And the said *W. S.* by Vertue of the said Writ, and the said Warrant to him made, as aforesaid, hath entered into and upon the said Close of Land, and seized and taken the same, together with the Estate, Term and Interest of the said *W. P.* therein. Now this Indenture witnesseth, That the said *W. S.* in Pursuance of the said Writ and Warrant, and for and in Consideration of Five Pounds to him by the said *D. C.* before the Sealing and Delivery hereof, well and truly in Hand paid, Hath bargained and sold, and by these Presents doth fully, clearly and absolutely bargain and sell unto the said *D. C.* all the said Close of Land, and all the Estate, Right, Title and Interest of the said *W. P.* in his own Right, and in the Right of *M.* his Wife, of and in the said Close of Land; To have and to hold unto the said *D. C.* for and during all the Remainder of such Term and Terms of Years as the said *W. P.* in his own Right, or in the Right of his Wife, had in the said Close of Land, in as large and ample Manner as the said *W. P.* and *M.* his Wife, or either of them, their or either of their Executors, Administrators or Assigns, may, might, should or ought to have held and enjoyed the same. In witness, &c.

A Bargain and Sale, or Assignment of Lands extended upon a Recognizance.

THIS Indenture made, &c. Between *J. F.* of, &c. of the one Part, and *R. C.* and *C. R.* of, &c. of the other Part, Witnesseth, That whereas *R. R.*

by the Name of, &c. by one Recognizance bearing Date, &c. taken, acknowledged and sealed before Sir J. H. Knight, Lord Chief Justice of England, according to the Form of the Statute for Recovery of Debts in that Case provided, standeth bound unto the said J. F. in the Sum of 100*l.* payable, &c. as by the same Recognizance, &c. And whereas also the same J. F. hath extended, and to him is delivered in Execution, the Manor of A. with the Appurtenances in the County of S. at the yearly Rent of, &c. for the Non-payment of the said Sum of 100*l.* Now the said J. F. for divers good Causes and Considerations him hereunto especially moving, hath bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over unto the said R. C. and C. R. all the said Manor of A. with the Appurtenances, and all the Estate, Right, Title, Interest and Demand whatsoever which he the said J. F. hath by Reason of the said Extent, of, in and to the said Mannor, and of, in and to every Part and Parcel thereof, and in and to all and singular the Messuages, Lands and Tenements so extended and delivered in Execution as aforesaid; And the said J. F. for himself, &c. that he the said J. F. his, &c. at any Time or Times hereafter, shall not do any Act or Acts, Thing or Things, whereby the said Extent or Extents, or the Estate, Title or Interest of the said R. C. and C. R. or either of them, or of the Executors, Administrators or Assigns of them, or either of them, by Reason of the said Extent, may any wise be hurt, hindred or impeached, discharged, undone or made void: And further, That he the said J. F. his Executors and Administrators, shall and will, at the reasonable Request, Costs and Charges in the Law of the said R. C. and C. R. or either of them, do and suffer to be done, made and acknowledged, all and every such lawful and reasonable Act and Acts, Thing

Thing and Things, Devise and Devises in the Law whatsoever, for the further Assurance, Surety and conveying of the Premises, for and during all the Time and Term of the said Extent and Execution unto the said R. C. and C. R. as by their or either of their Counsel learned in the Law, shall be reasonably devised, advised or required. *In witness,* &c.

An Indenture of Bargain and Sale made to the Lessee of the same Land, with Proviso, That if the Bargainee do not pay a certain Sum of Money at a Day, then the Grant to be void.

THIS Indenture, &c. Between the Right Honourable H. Lord W. of the one Part, and J. H. of, &c. of the other Part, *Witnesseth*, That the said H. Lord W. as well for and in Consideration of the Sum of, &c. to him the said H. Lord W. by the said J. H. well and truly in Hand paid, &c. as also for and in Consideration of, &c. to him the said H. Lord W. by the said J. H. his Executors, &c. to be paid in Manner and Form according to a Proviso hereafter in these Presents contained, hath bargained and sold, and by these Presents doth fully, clearly and absolutely bargain and sell unto the said J. H. all and singular the Lands, Tenements and Hereditaments hereafter mentioned, that is to say; the Site or Manor-House of G. &c. and other Buildings to the said Site or Manor-House belonging or appertaining, with the Appurtenances; one Orchard, &c. situate, lying and being in the Parish of, &c. and now being in the Tenure or Occupation of, &c. or of his Assigns, by Vertue of a Demise thereof made to him the said J. H. by the said H. Lord W. which said Site or Manor-House, &c. are together situate, lying and being in, &c. aforesaid, and do bound and but, &c.

And

And further the said *H. Lord W.* hath, for the Consideration aforesaid, bargained and sold, and by these Presents doth fully and clearly bargain and sell unto the said *J. H.* the Reversion and Reversions, Remainder and Remainders of all and singular the said Site or Manor-House, &c. and all and singular other the Lands, &c. of the said *H. Lord W.* which he the said *H.* holdeth by Reason or Vertue of the said two several Leases to him made by the said *H. Lord W.* and all the Receipts and other Things reserved upon or payable by Reason of any Demise or Demises of the said Premises, or any Part or Parcel thereof, heretofore made, together with all and singular the Deeds, &c. concerning only the said Site or Manor-House, Lands, Tenements, and other the Premises before mentioned to be bargained and sold, or only any Part thereof: And the true Copies of all such other Deeds, Evidences and Writings as concern the said Premises or any Part thereof, jointly together with all other Lands and Tenements, the same Copies to be written out at the Costs and Charges of the said *J. H.* his Heirs or Assigns; To have, &c. the said Site or Manor-House, &c. and all and singular other the Premises, unto the said *J. H.* his Heirs and Assigns for ever; Provided always, that if the said *J. H.* his Heirs, &c. or any of them, shall not well and truly content and pay, or cause to be well and truly contented and paid unto the said *H. Lord W.* his Executors, &c. the Sum of, &c. before recited in Manner and Form following, that is to say, &c. at or in, &c. and, &c. one other Parcel thereof at the Place aforesaid in or upon the, &c. But in Payment thereof, or of some Part thereof, shall make Default, That then and from thenceforth it shall and may be lawful to and for the said *H. Lord W.* his Heirs and Assigns, into the said Site or Manor-House, &c. and into every Part and Parcel

cel thereof, with all and singular their Appurtenances to re-enter, and the same to have again, re-possess and enjoy, as in his or their first and former Estate and Estates, any Thing before in these Presents contained to the contrary thereof notwithstanding.

Here follow the usual Covenants, as, *First*, That the Bargainor is seized of a rightful, absolute and indefeasible Estate, in Fee-Simple or Fee-Tail general, &c. in his own Right; and had lawful Power to convey, &c. as aforesaid: And that upon Payment, as aforesaid, the Bargainee shall peaceably, quietly and lawfully enjoy the Premises, without any Eviction or Disturbance, &c. And that the Lands are and shall be discharged or saved harmless from all former Bargains, &c. and Incumbrances whatsoever (the Rents due to the chief Lord of the Fee excepted;) Also the usual Covenant of further Assurance, &c. if the Bargainee perform the Condition: And, lastly, the usual Covenant to deliver the Deeds and Evidences (if the Bargainee perform the Condition) to the Bargainee before or at a Day certain.

Note, That these Covenants are not always thus placed, but are sometimes transposed and altered; as may appear by the Precedents following.

A Bargain and Sale upon Condition for the Payment of a Sum of Money, upon a Day, by the Vendor to the Vendee, in Nature of a Mortgage. &c.

THIS Indenture made, &c. Between *W. L.* of *H.* in the County of *S.* Yeoman, of the one Part; and *T. S.* of *L.* in the said County, on the other Part, *Witneseth*, That the said *W. L.* in Consideration of the Sum of, &c. of, &c. to him the said

said *W.* by him the said *T. S.* before the Enfealing
 and Delivery of these Presents, well and truly in
 Hand paid, whereof and wherewith the said *W. L.*
 doth hereby acknowledge himself to be fully satisf-
 fied, &c. Hath given, granted, bargained and sold,
 and by these Presents doth give, &c. unto the said
T. S. all that Site and Manor of *L.* with the Ap-
 purtenances, lying and being in *H.* aforesaid, and
 all and singular those Lands and Tenements, Rents,
 Services and Hereditaments whatsoever in *H.* afore-
 said, being Part, Parcel or Member thereof, or be-
 longing or appertaining to the said Site or Manor
 of *L.* containing in the whole by Estimation, &c.
 and all and singular the Lands, Tenements and He-
 reditaments in *L.* aforesaid, called and known by
 the Name and Names of, &c. together with all
 Ways, Waters, &c. with their and every of their
 Appurtenances, and the Reversion and Reversions,
 Remainder and Remainders of all and singular the
 said Site and Manor, and of all other the Premises
 before by these Presents bargained and sold, or
 mentioned or intended to be bargained and sold;
 and all Rents, Services, and other Things reserved
 upon, or payable by Reason of any Demise or
 Lease of the said Premises, or any Part thereof;
To have and to hold all and singular the said Site and
 Manor, &c. before by these Presents mentioned or
 intended to be bargained and sold, with all and sin-
 gular their Appurtenances, unto the said *T. S.* his
 Heirs and Assigns for ever. *And* the said *W. L.*
 doth by these Presents, for him, his Heirs, &c. co-
 venant and grant to and with the said *T. S.* his
 Heirs, &c. and every of them, in Manner and
 Form following, that is to say; That the said *W. L.*
 is, at the Time of the Enfealing and the Delivery
 of these Presents, and at the Time of the first
 Estate thereof, to be made, executed or conveyed
 unto the said *T. S.* shall be, seized in his own Right,
 and

and to his own Use, of and in the said Site and Manor of L. and of and in all and singular the Lands, Tenements and Hereditaments, and other the Premisses before by these Presents mentioned to be bargained and sold, with the Appurtenances, and of and in every Part and Parcel thereof, in his Demefne as of Fee-Simple, or of some other good, sure, lawful, rightful, absolute and indefeasible Estate of Inheritance, without any Condition, Mortgage or Limitation of Use or Uses, that may any way impeach, alter, charge, &c. the same; and that he, at the Time of the Ensealing and Delivery of these Presents, hath, and at the Time of the first Estate thereof to be made, executed or conveyed, shall have full Power, and lawful and rightful Authority, in his own Right, to bargain, sell and convey the said Premisses, and every Part thereof, unto the said T. S. and his Heirs, according to the Purport or Effect of these Presents: And that the said Site and Manor of L. and all other the Lands, Tenements and Hereditaments and Premisses before mentioned to be bargained and sold, at the Time of the Ensealing and Delivery of these Presents are and be, and from Time to Time, and at all Times hereafter, shall continue, remain and be, freely and clearly acquitted and discharged, or by the said W. L. his Heirs, &c. well and sufficiently saved harmless and indemnified of and from all former and other Bargains, Sales, Feoffments, Alienations, and of and from all Manner of Estates, Tails, Uses, Statutes Merchant and of the Staple, Recognizances, Judgments, Condemnations, Annuities, Rent-Charges, Rent-Secks, Arrearages of Rents, Conditions, Forfeitures, Entries or Re-entries for Condition or Conditions broken, Jointures, Dowers, Titles of Dower, and of and from all other Interests, Titles, Charges and Incumbrances whatsoever, before the Ensealing and Delivery of these Presents, had, made,

made, done, committed or executed, or at any Time hereafter, before the Time of the making, executing or conveying of the first Estate of the said Premises unto the said T. S. to be had, made, done, committed or executed by the said W. L. his Heirs or Assigns, or by any other Person or Persons whatsoever (the Rents and Services from henceforth to grow due or payable for the said Premises, or any Part thereof, to the Lord or Lords of the Fee or Fees thereof, and the Dower or Title of Dower, according to the Course of Common Law, of *Elizabeth*, Mother of the said W. L. now Wife of F. M. only excepted:) And further, That the said T. S. his Heirs and Assigns, shall or may, from Time to Time, and at all Times hereafter, lawfully and quietly have, hold, occupy, possess and enjoy the said Site and Manor, and all other the Premises before mentioned to be bargained and sold, according to the Purport and true Intent and Meaning of these Presents, without any lawful Eviction or Expulsion, Let or Disturbance of the said W. L. his Heirs or Assigns, or any other Person or Persons (the Lord or Lords of the Fee or Fees of the said Premises, touching only their Seigniorie of and in the same, and not otherwise; and the said *Elizabeth*, touching only her Dower or Title of Dower, according to the Course of the Common Law, of the Endowment of W. A. deceased, and not otherwise, only excepted, as aforesaid:) *Provided always*, That if the said W. L. his Heirs, &c. or any of them, shall or do lawfully and well and truly pay, or cause to be paid unto the said T. S. his Executors, Administrators and Assigns, in or upon, &c. next ensuing the Date of these Presents, at or in, &c. the Sum of, &c. without Fraud or further Delay, that then and from thenceforth this present Gift, Grant, Bargain and Sale shall cease, be void, and of none Effect; and

and that then and from thenceforth it shall and may be lawful for the said *W. L.* his Heirs and Assigns, into the said Site and Manor of *L.* and into all other the Lands, Tenements and Hereditaments, and other the Premises before by these Presents mentioned to be bargained and sold, to re-enter, and the same to have again, re-possess and enjoy, as in his or their former Estate, any Thing before in these Presents contained to the contrary notwithstanding. And further, the said *W. L.* doth by these Presents, for him, his Heirs, &c. covenant and grant to and with the said *T. S.* his Heirs, Executors and Assigns, That if Default in Payment of the said Sum of, &c. or any Part thereof, shall happen to be made by the said *W. L.* his Heirs, &c. at the Time and Place before limited for the Payment thereof, contrary to the Limitation aforesaid, that then the said *W. L.* his Heirs and Assigns, and every other Person and Persons whatsoever, having, or lawfully claiming to have, any Right, Title or Interest of, in or to the said Site or Manor of *L.* and other the Lands, Tenements, Hereditaments and Premises before mentioned to be bargained or sold, or of or unto any Part thereof, by, from or under the said *W. L.* shall and will from Time to Time, and at all Times, during the Space of, &c. next ensuing such Default in Payment, upon reasonable Request, and at the Costs and Charges in the Law of the said *T. S.* his Heirs or Assigns, acknowledge, make, do, execute and suffer, or cause to be made done acknowledged and executed, all and every such Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the further Assurance, better Surety, sure making or conveying of the said Site and Manor, and other the Premises, and of the absolute Inheritance thereof, unto the said *T. S.* his Heirs and Assigns, be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, Deed or Deeds,

enrolled or not enrolled, or by the Enrollment of these Presents, Release, Confirmation, or otherwise, or by all, any or as many of the said Assurances and Conveyances as by the said T. S. his Heirs or Assigns, or by his or their Learned Counsel in the Law shall be reasonably devised or advised and required: *And* moreover, That the said W. his Heirs, Executors or Assigns, shall and will, within Six Months now next ensuing such Default in Payment of the Sum of, &c. (if Default in Payment thereof shall be made) well and truly deliver, or cause to be delivered, unto the said T. S. his Heirs and Assigns, to the proper Use and Behoof of him the said T. S. his Heirs and Assigns, all and singular the Deeds, Evidences, Charters, Court-Rolls, Rentals, Errors and Writings, touching or concerning only (any) the Premises before mentioned to be bargained or sold, or touching any Part thereof or of any of them, as the said W. L. or any other Person or Persons, to his Use, or by his Delivery, now hath or have, or may lawfully come by without Suit in the Law, or that he or they or any Time hereafter shall have or may lawfully come by without Suit in the Law, whole, safe, uncanceled and undefaced. *In witness, &c.*

Note, In all Bargains and Sales of Lands there must be some Consideration given, or expressed to be given: For if Money, or other Thing, be indeed given, tho' not expressed, it may be averred in Pleading; and if so proved, the Bargain, &c. will be good: And if it be expressed in the Deed, That Money is paid as the Consideration, no Averment will lie against it.

An Indenture of Bargain and Sale, with good Covenants.

THIS Indenture, made, &c. the 13th Day of S. in the Second Year of the Reign of our Sovereign Lord George, &c. Between J. K. the elder, of H. in the County of M. Gent. J. K. the younger, Son and Heir apparent of the said J. K. the elder, and J. M. Gent. Son and Heir of J. M. late of T. in the County of S. Gent. deceased; of the one Part; and E. R. of L. in the said County of, &c. of the other Part, *Witnesseth*, That for and in Consideration of the Sum of 300 l. of lawfull Money of Great Britain to the said J. K. the elder in Hand paid by the said E. R. at or before the Ensealing and Delivery of these Presents (the Receipt and Payment whereof the said J. K. the elder doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth clearly exonerate, acquit and discharge the said E. R. his Heirs, Executors, Administrators and Assigns, and every of them, for ever, by these Presents,) and for the several Sums of 5 s. of like lawfull Money of Great Britain to the said J. K. the younger and J. M. in Hand paid by the said E. R. at and before the Ensealing and Delivery of these Presents (the Receipt whereof the said J. K. junior, and J. M. do also hereby severally acknowledge, &c.) They the said J. K. the elder, J. K. the younger, and J. M. have granted, bargained, sold, aliened, enfeoffed and confirmed, and by these Presents do grant, bargain, sell, alien, enfeoff and confirm unto the said E. R. his Heirs and Assigns for ever, all that Messuage or Tenement and Farm called *H. Farm*, with the Appurtenances, situate, lying and being in H. aforesaid, in the said County of M. and all those 30 Acres of Land and Pasture; and all those 8 Acres of Meadow lying inclosed in several Parcels in the Common Fields of H. aforesaid, in the said County

County of *M.* now or of late Parcel of the Honour and Manor of *M.* by whatsoever Name or Names, or howsoever the same or any of them are called or known, with their and every of their Rights, Members and Appurtenances whatsoever, (which said Messuage, Farm and Premises were by the late King *Charles* the Second, by Letters Patents under the Great Seal of *England*, bearing Date the, &c. in the 14th Year of his Reign, granted (amongst other Things) to *W. C.* and *E. F.* and their Heirs, in Fee-Farm, in Trust for *W. R.* at the Rent of, &c. per Annum, and were by the said *W. R.* *W. C.* and *E. F.* by their Deed enrolled in the High Court of Chancery, bearing Date on or about the, &c. in the, &c. Year of the said late King, bargained, sold and conveyed to *J. M.* and *W. H.* therein named, and their Heirs and Assigns (in Trust for the said *J. K.* the elder;) and were by *J. M.* Party to these Presents, Son and Heir of the said *J. M.* deceased (who survived the said *W. K.*) granted and conveyed to the said *J. K.* the elder, his Heirs and Assigns, (as by the Conveyances thereof may appear) and the Reversion and Reversions, Remainder and Remainders of all and singular the said Messuage, Farm, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, and of every Part and Parcel thereof; and all Rents, Issues, Services and Profits to them or any of them, or any Part or Parcel of them or any of them, incident, belonging or appertaining; And also all and every the Estate and Estates, Rights, Titles, Claims, Interests and Demands whatsoever of them the said *J. K.* the elder, *J. K.* the younger, and *J. M.* or either of them, in, to or out of the same Messuage, Lands, Tenements, Hereditaments and Premises, and every Part and Parcel thereof; And all and every the Deeds, Charters, Writings and Muniments whatsoever touching

or concerning the said Messuage, Lands, Tenements or Hereditaments and Premises whatsoever hereby granted, or mentioned to be granted, or any of them, or any Part or Parcel thereof; *To have and to hold* the said Messuage or Tenement, Farm, Lands, Meadow, and all other the Premises hereby granted, bargained and sold, or mentioned, or intended to be hereby granted, bargained and sold, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said E. R. his Heirs and Assigns for ever, To the only and proper Use and Behoof of him the said E. R. his Heirs and Assigns for ever: *And* the said J. K. the elder doth hereby grant for him and his Heirs, That he the said J. K. and his Heirs, the Messuage, Farm, Lands, Tenements, Hereditaments and Premises, and all and singular other the Premises, hereby granted or mentioned to be granted, and every Part or Parcel thereof, with all and singular their and every of their Rights, Members and Appurtenances, unto the said E. R. his Heirs and Assigns, against him the said J. K. and his Heirs, and against all and every other Person and Persons whatsoever, shall and will warrant, and for ever defend, by these Presents. *And* the said J. K. the elder, and J. K. the younger, do for themselves severally, and for their several Heirs, Executors and Administrators, and for every of them, covenant and grant to and with the said E. R. his Heirs, Executors and Administrators, and to and with every of them, by these Presents, That they the said J. K. the elder, and J. K. the younger, and the said J. M. shall and will before the, &c. next ensuing the Date hereof, before the Justices of the Court of Common Pleas at *Westminster*, in due Form of Law, levy to the said E. R. and his Heirs one Fine, *Sur Cognizance de Droit come ceo*, &c. with Proclamation according to the Form of the Statute in such Case made and provided, of all and singular the Messuage,

suage, Lands, Tenements, Hereditaments and Premises aforesaid, by such apt Names, Quantities and Qualities, and Number of Acres, and in such Sort, Manner and Form, as by the said E. R. his Heirs or Assigns, or by his or their Counsel learned in Law shall be reasonably devised or advised and required. And the said J. K. the elder, for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said E. R. his Heirs and Assigns, and to and with every of them, by these Presents, in Manner and Form following, that is to say; That the said J. K. the elder now is the true and lawful Owner of the said Messuage, Farm, Lands, Tenements and Hereditaments, and all and singular other the Premises hereby granted, or mentioned to be hereby granted, and of every Part or Parcel thereof, with their and every of their Appurtenances; and is rightfully and absolutely seized thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Trust, Contingent, Covenant, Proviso, or Limitation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to alter, change, charge, determine, incumber, defeat or evict the same; And that he shall and will continue to be seized thereof, and of every Part and Parcel thereof, untill a good, perfect and absolute Estate in Fee-Simple, shall be thereof vested in him the said E. R. and his Heirs, according to the true Intent and Meaning of these Presents: And that he the said J. K. now hath good Right, lawfull and absolute Power and Authority in himself, to grant, alien and convey all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted as aforesaid, and every Part and Parcel thereof, with the Appurtenances,

unto

unto the said E. R. his Heirs and Assigns, to the Use of him the said E. R. his Heirs and Assigns, in Manner and Form aforesaid; And that the said E. R. his Heirs and Assigns, and every of them, shall or lawfully may, from Time to Time, and at all and every Time and Times hereafter, have, hold, occupy, use, possess and enjoy all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, and every Part or Parcel thereof, with all and singular their and every of their Appurtenances, and all and every the Rents, Issues, and Profits and Commodities thereof arising, accruing and growing, to have, receive and take, without any Manner of Let, Suit, Trouble, Vexation, Eviction, Disturbance, or other Hinderance or Molestation whatsoever, of or by the said J. K. the elder, his Heirs or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim the said Messuage, Lands and Premises, or any Part or Parcel thereof (except as herein-after is excepted.) And that the said Messuage, Farm, Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned or intended to be hereby granted, as aforesaid, and every Part and Parcel thereof, with all and singular their and every of their Appurtenances, now are and be, and from henceforth for ever hereafter shall continue, remain and be, unto the said E. R. his Heirs and Assigns, free and clear, and freely and clearly, and absolutely freed and acquitted, exonerated and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants Feoffments, Devises, Uses, Jointures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Statutes-Merchant and of the Staple, and all Debts of Record, Extents, *Liberates*, Seizures, Charges, Titles, Troubles,

Forfeitures, Annuities and Incumbrances whatsoever, had, made, committed, done, acknowledged or suffered, or caused to be had, made, committed, done acknowledged or suffered, by the said J. K. the elder, or by any other Person or Persons whatsoever, (one Lease of the Premises heretofore granted by the late King Charles the Second to J. T. and T. L. their Executors and Assigns, for the Term of 40 Years, beginning, &c. now in Being, and upon which is reserved the yearly Rent of, &c. which said Rent from henceforth, during the Residue of the said Term, shall be payable to the said E. R. his Heirs and Assigns; as also the Fee-Farm Rent of, &c. reserved by the said Letters Patents, and yearly to be paid to the said late King, his Heirs and Successors, for the said Premises for ever, only excepted and fore-priz'd.) And the said J. K. the elder, for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant and grant to and with the said E. R. his Heirs and Assigns, and to and with every of them by these Presents, That he the said J. K. the elder, his Heirs and Assigns, and J. K. the younger, and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time or Times hereafter have or lawfully claim any Estate, Right, Title or Interest of, in or to the said Premises hereby granted, or mentioned to be granted, or of, in or to any Part or Parcel thereof, shall and will, from Time to Time, and at all Times hereafter, at and upon the reasonable Request, and at the Costs and Charges in the Law of the said E. R. his Heirs and Assigns, or some of them, make, do, levy, execute, acknowledge and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Con-

Conveyances in the Law whatsoever, for the better and more perfect Assurance, Surety, and sure-making and conveying, settling, establishing, or Confirmation of the said Messuage, Farm, Land or Lands, Tenements, Hereditaments and Premises hereby granted, or mentioned to be hereby granted, or any of them, and of every or any Part or Parcel thereof, with all and singular their and every of their Appurtenances, unto the said E. R. his Heirs and Assigns, according to the true Intent and Meaning of these Presents, (be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds indented or poll, enrolled or not enrolled, the Enrolment of this present Indenture, common Recovery or Recoveries, with single, double or treble Voucher or Vouchers, Release or Confirmation, and by all and every of the said Ways and Means, or any other Ways or Means in the Law whatsoever, as by the said E. R. his Heirs or Assigns, or any of them, or by his, their or any of their Counsel learned in the Law shall be reasonably devised, or advised and required, so as the said further Assurances to be made, or any of them, do not, nor shall not, contain any further Assurance or Warrant than for enjoying them only against the Parties therunto respectively, and their respective Heirs, and touching Acts and Deeds done or suffered by them or any of them; and so as for the acknowledging and executing of such further Conveyances and Assurances, or any of them, the Persons that shall be required to make or execute the same, be not compelled nor compellable, for the doing thereof, to travel further, or elsewhere than to the City of L. or W. or one of them. And it is declared, concluded and agreed by and between all and every the said Parties to these Presents, That the Fine so as aforesaid to be levied, and all and every other Fines and Fines, Feoffment and Feoffments, Conveyance and Assurance in the Law

whatsoever heretofore had and executed, or hereafter to be had, made, levied and executed by and between the said Parties to these Presents, or any of them, or by them or any of them, with any other Person or Persons, of the Premises, or any Part or Parcel thereof, shall be and enure and shall be adjudged, deemed and taken to be and enure, to the only and proper Use and Benefit of the said E. R. his Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever. And the said J. M. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said E. R. his Heirs and Assigns, and to and with every of them, by these Presents, That he the said J. M. hath not done, committed, executed or suffered any Act or Acts, Thing and Things whatsoever, whereby the said Messuage, Farm, Lands, Tenements and Premises, or any Part thereof, now are or at any Time hereafter shall or may be impeached or incumbered in Title, Charge, Estate, or otherwise: (The Conveyance and Estate thereof made and granted by him the said J. M. to the said J. K. the elder, and his Heirs, herein before mentioned, only excepted and foreprised.) *In witness, &c.*

A Bargain and Sale by a Cohair's Son and Heir, of his Purparty in certain Land.

THIS Indenture, &c. between F. C. of &c. Son and Heir of M. C. one of the Daughters and Cohairs of R. T. of S. in the County of G. Esq; deceased, on the one Part; and N. M. of &c. on the other Part, witnesseth: That the said F. C. for and in Consideration of the Sum of 220 l. of &c. whereof, &c. hath given, &c. and by these Presents doth give, grant, bargain and sell to the said N. M. and his Heirs for ever, All that Part and Purparty of the said F. of and in all and singular those Messuages, Lands, Tenements,

Rents

Rents, Reversions and Hereditaments, situate, lying and being in *B.* in the County of *C.* now or late in the several Tenures of, &c. And also all and singular Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, Courts, Perquisites of Courts, and Hereditaments whatsoever, and Parts and Purparties of all and every the Messuages, &c. which the said *F.C.* now lawfully hath or ought to have, of any Estate whatsoever in *B.* aforesaid, or elsewhere in the County of *C.* And the Reversion and Reversions, Rents, Issues and Profits of all and singular the Premises: And all and singular Deeds, Evidences and Writings, only touching the Premises, or only any Part thereof: As many of which said Deeds, &c. as the said *F.C.* hath in his Custody, or that be in the Custody of any other by his Consent or Delivery, which he may get and come by without Suit in the Law; He the said *F.* for him, &c. covenanteth, &c. well and safely to deliver, or cause, &c. to the said *N.* his Heirs, Executors or Administrators, at the now Mansion-house of, &c. at or on this side, &c. *To have and to hold* all and singular the said Messuages, Lands, Tenements, Rents, Reversions and Hereditaments, and all and singular other the Premises, with their Appurtenances, to the said *N.M.* his Heirs and Assigns for ever, to the only Use and Behoof of the said *N.* and of his Heirs and Assigns for ever. And the said *F.C.* for him, his Heirs, Executors and Administrators, and every of them, covenanteth, &c. in Form, &c. That is to say, That he the said *F.C.* now is, and standeth lawfully sole seised of a good, perfect, absolute and rightful Estate in Fee-simple or Fee-tail, in Possession or in Reversion expectant upon the Determination of a Lease or Leases for Term of Years, of and in the said Messuages, Lands, Tenements and Hereditaments, or Parts and Purparties of Messuages, Lands, Tenements and Hereditaments, situate, lying and being in *B.* aforesaid, in the said County

County of C. or within three Miles distance thereof in the same County, to the clear yearly Value of 7*l.* or thereabout, as the same are now letten and demised. *And* that he the said F. C. and M. now his Wife, on this side the said, &c. shall in due Form of Law, and according to the ordinary Manner of Fines, acknowledge and levy one Fine with Proclamation, according to the due Form and Course of Law in the said County of C. unto the said N. M. and his Heirs, of all and singular the Messuages, Lands, Tenements, Reversions and Hereditaments aforesaid, or of all their Part and Purparty of the same as shall be requisite and agreeable to their Estate, with such, and so many Terms and Words of Course as shall be sufficient to convey in the same Fine all the Premises; and the same to pass with Warranty against all Men. *And also*, That all and singular the above bargained Premises now are, and from henceforth shall stand and continue clearly, and freely acquitted and discharged, or otherwise from Time to Time, at all Times sufficiently saved harmless by the said F. &c. of and from all and singular former Bargains, Sales, Grants, Leases, Recognizances, Statutes, Jointures, Dowers, Rents, Arrearages of Rent, Fines, Amerciaments, Estates, Titles, Charges and Incumbrances whatsoever; the Rents and Services hereafter to be due, to be paid and done for the Premises to the Chief Lord and Lords of the Fee thereof; and all Leases for Term of Years, made only of the Moiety, or one Half of the said bargained Premises, or not of any more than one Moiety thereof, and not exceeding 20 Years now next to come, only excepted and foreprised. *And further*, That the above-bargained Premises are and shall or lawfully for ever may be, and continue to the said N. M. his Heirs and Assigns, of the said clear yearly Rent and Value of 7*l.* over and above all yearly Charges and Reprizes. *And moreover*, That the said F. C. and his

his Heirs, from Time to Time, and at all Times during the Space of seven Years next ensuing, at and upon every reasonable Request, and at the Cost and Charges in the Law, only of the said *N. M.* his Heirs, Executors or Assigns, shall and will do, make, acknowledge, suffer and execute, and cause, &c. all and singular such lawful and reasonable Act and Acts, Thing and Things in the Law for the further Assurance, Conveyance, Surety, and sure-making of all and singular the above bargained Premises, to be conveyed and made sure to the said *N. M.* his Heirs or Assigns, for ever, to the only Use, &c. as by the said *N. M.* his Heirs or Assigns, or by his or their Counsel learned in the Laws of this Realm, shall be reasonable and lawfully devised or advised. *And* that all Assurances and Conveyances whatsoever, had, made or suffered, or to be had, made or suffered by the said *F. C.* and *M.* his Wife, or either of them, his, her or their Heirs or Assigns, to the said *N. M.* his Heirs or Assigns, or to any other Person or Persons, shall be and enure to the only Use and Behoof of the said *N. M.* his Heirs and Assigns for ever, and to none other Use, Intent or Purpose. *And also,* That the said *N. M.* his Heirs and Assigns, shall or may from henceforth have and hold all and singular the above bargained Premises, and lawfully and quietly have, take, perceive, receive, and enjoy all the Rent, Issues and Profits thereof for ever, without any Let, Trouble or Impediment of the said *F. C.* or his Heirs, and without any lawful Let, Trouble, Impediment or Eviction of any Person or Persons, having, or which shall have or claim to have, any Estate, Right, Title or Interest in or to the Premises, or any Part thereof, by or from the said *F. C.* or *R. T.* or any of his or their Ancestors whatsoever. *And lastly,* That he the said *N. M.* or his Executors, &c. upon the reasonable Request of the said *F. C.* shall and will pay and allow to the said *F. C.* all such ordinary

nary Costs and Charges as the said F. C. shall necessarily expend or lay out for acknowledging and passing of the said Fine so to be acknowledged and passed by the said F. C. and his Wife, as abovesaid. In witness, &c.

A Bargain and Sale of Land in L. by the Mother, who hath a Freehold therein for her Life, and the Son in whom the Reversion is after her Decease.

THIS Indenture, &c. Between V. L. of L. Widow, late the Wife of G. B. &c. deceased, and R. B. one of the Sons of the said G. on the one Party, and W. R. &c. on the other Party, witnesseth; That whereas the said V. L. is and standeth seised for the Term of her Natural Life, of and in all that great Messuage or Tenement, and Garden, with the Appurtenances, &c. the immediate Reversion whereof, after the Death of the said V. the said G. B. by his last Will and Testament made in Writing, did wholly devise and bequeath unto G. B. his Son, and to his Heirs for ever: And whereas the said G. B. the younger, hath given, granted, bargained, aliened, sold, confirmed and released to the said R. B. and to his Heirs for ever, All that the said great Messuage, with the Appurtenances, and the Reversion and Reversions, Remainder and Remainders, present and future Estate, Right, Title, Use, Interest and Demand of the said G. B. the younger, of, in and to the said great Messuage, with the Appurtenances, as by one Indenture bearing Date, &c. enrolled in the High Court of Chancery, made between the said G. B. the younger, on the one Party, and the said R. B. by the Name of, &c. of the other Party, amongst divers other Covenants and Agreements in the said Indenture, more at large may and will appear. All which said great Messuage, with the Appurtenances, some-
times

times were Parcel of the Possessions of *M. D. of L.*
 Now the said *V. L.* and *R. B.* for and in Consideration of the Sum of, &c. to them before, &c. whereof and wherewith they, &c. and thereof and therefore, &c. have bargained, sold, granted, aliened and confirmed, and by these Presents do clearly and absolutely bargain, &c. to the said *W. R.* and to his Heirs for ever, All the said great Messuage and Gardens, with the Appurtenances, and all Grounds, Yards, Lights, Shops, Cellars, Sollers, Warehouses, Buildings, Easements and Commodities whatsoever to the said great Messuage or Tenement belonging or appertaining, or as any Part or Parcel thereof demised, occupied, used, reputed or taken; and all the Estate, Right, Title and Interest, Reversion, Remainder and Demand of the said *V.* and *R.* and either of them, of, in and to the said Premises, or any Part or Parcel thereof, except one Piece of a Cellar, one Buttery, one Piece of a Compting-house, and three little Rooms over them, which are Parcel of the Possessions of the Parish-Church of, &c. and now are occupied with the said great Messuage, by Vertue of a Lease thereof had from the said Parish-Church, dated, &c. [*A Covenant granting the Deeds and Evidences of the Premises*] To have and to hold the said great Messuage and Garden, with the Appurtenances, and all and singular other the Premises, with their Appurtenances, (except before excepted) to the said *W. R.* his Heirs and Assigns for ever, to the only Use and Behoof of the said *W. R.* and of his Heirs and Assigns for ever. And the said *V.* for her self, &c. covenanteth, &c. That she the said *V.* is lawfully sole seised, of the said great Messuage and Garden, with the Appurtenances, of a good and lawful Estate of Freehold for the Term of her Life. And that the said Messuage and Garden, with the Appurtenances, are and from henceforth shall stand and continue clearly discharged and acquitted, or upon reasonable Request and Notice thereof given, sufficiently

antly saved harmless by the said *V.* her Executors or Administrators, of and from all and singular former Bargains, Sales, Leases, Grants, Estates, Titles, Charges or Incumbrances whatsoever had, made, caused or agreed unto by the said *V.* or any other for her, by her Means, Consent or Procurement. *And also*, That for the better Assurance of all and singular the Premises, with their Appurtenances, to be had and made sure to the said *W.* his Heirs and Assigns, for the only Use of the said *W.* and of his Heirs and Assigns, for ever: She the said *V.* at the reasonable Request and Charges in the Law of the said *W.* his Heirs, Executors or Assigns, shall join with the said *R. B.* and any others in a Fine to be levied in due Form of Law to the said *W.* and his Heirs, of all and singular the Premises, according to the usual Manner of Fines. *Provided always*, That the Warranty to be made in the said Fine by the said *V.* be solely of her self, and only against her, or against her and her Heirs: And that for the acknowledging of the Concord thereof, she shall not be compelled to travel any further than to the said great Messuage, without her own good Will and Consent to the contrary. *And* the said *R. B.* for him, *&c.* covenanteth, *&c.* in Form, *&c.* That he the said *R.* now is lawfully and solely seised to the Use of him and his Heirs, of the immediate Reversion or Remainder of the said great Messuage and Garden, with the Appurtenances, from and after the Decease of the said *V.* *And* he the said *R. B.* and *S.* now his Wife, and the said *G. B.* the younger, and *M.* now his Wife, at all Times from Time to Time, during the Space of two Years next ensuing the Date of these Presents, at and upon the reasonable Request, and Costs and Charges in the Law only of the said *W. R.* his Heirs, Executors or Assigns, shall and will make, do, acknowledge and suffer, or cause, *&c.* all and every such reasonable Act and Acts, Thing and Things in the Law, with Warranty

Warranty only against themselves and their Heirs, or otherwise without Warranty, as by the said *W.* his Heirs or Assigns, or his or their Counsel learned in the Laws of this Realm, shall be lawfully devised or advised and required, for the better Conveyance, Assurance, and sure-making of all and singular the Premises, with their Appurtenances, to be had and made sure to the said *W. R.* his Heirs and Assignes for ever, for the only Use, &c. And also, That all the said Premises, and every Part thereof, with their Appurtenances, now are, and at the making of the said further Assurance, shall be, and from henceforth shall continue, clearly and freely acquitted and discharged, or otherwise by the said *R. B.* his Heirs or Executors, upon reasonable Request, and Notice thereof given; saved harmless at all Times, of and from all and singular former Bargains, &c. had, made, done, caused or agreed unto, or to be had, &c. by the said *R. B.* and *G. B.* the younger, or either of them, or by any other Person or Persons, by the Commandment, Privy or Procurement of the said *R.* and *G.* the younger, or either of them. And further, The said *R. B.* covenanteth, &c. That he the said *W. R.* his Heirs and Assigns, shall, or lawfully may from henceforth for ever, well and quietly have, hold and enjoy to the only Use and Behoof of the said *W.* his Heirs and Assigns, for ever, as well the said great Messuage and Garden, with the Appurtenances, and all other the Premises, with their Appurtenances, (except only before excepted) and from Time to Time have, take, receive and enjoy the Rents, Issues and Profits thereof, for the only Use and Behoof of the said *W. R.* his Heirs and Assigns, without any Contradiction, Impeachment, Let or Impediment of the said *R.* and *G.* the younger, or of either of them, or of any other Person or Persons, by the Commandment, Consent, Means, Privy or Procurement of either of them. And also the said *R. B.* covenanteth,

hanteth, &c. That the entire Benefit of all such Bonds as R. H. made to the said G. B. deceased, and as J. D. Merchant, made to the said R. H. for or touching the Premises, or any Part thereof, and all Advantages, Recompences and Sums of Money to be gotten of or by the said Bonds, or any of them, shall be and continue to the only Profit, Interest and Behoof of the said W. R. his Executors and Assigns, without any Let or Contradiction of the said R. B. and G. B. or either of them, or the Executors or Administrators of either of them. And also, That the said R. and G. and the Survivor of them, and the Executors and Administrators of the same Survivor, shall always hereafter justify and avow all and every such Suits, Processes, Pleas and Recoveries, as the said W. R. his Executors or Assigns, at their own Costs and Charges shall bring or pursue upon the said Bonds, or any of them, in the Name or Names of the said R. and G. or either of them, or of the Executors or Administrators of either of them, against any Person or Persons chargeable, or to be charged for the same. And lastly, That the said R. and G. or either of them, or the Executors or Administrators of either of them, shall not at any Time hereafter wittingly or willingly suffer to be done any Act or Acts, &c. without the special Consent of the said W. R. his Executors or Administrators, which shall or may discharge, suspend or determine the Penalties or Forfeitures of any of the said Bonds, or any Execution to be had by Reason of the same Bonds, or any of them, or any Suit or Judgment to be had or given in any Action to be brought, as aforesaid, upon the said Bonds, or any of them. In witness, &c.

Bills and Bonds.

A Penal Bill for Payment of Money.

K Now all Men by these Presents, That I *W. B.* of, &c. do owe unto *J. F.* of *D. &c.* the Sum of 10 *l.* of lawful Money of *Great Britain*, to be paid unto the said *J. F.* his Executors, Administrators or Assigns, on the 10th Day of *March* next ensuing the Date hereof: To which Payment, well and truly to be made, I bind my self, my Heirs, Executors and Administrators, in 20 *l.* of like lawful Money, firmly by these Presents. *In witness whereof*, I have hereunto set my Hand and Seal this 28th Day of *December*, Anno Dom. 1715.

A short single Bill for Payment of Money.

K Now all Men by these Presents, That I *R. C.* of, &c. do owe and am indebted unto *J. F.* of, &c. in the Sum of 10 *l.* of lawful, &c. to be paid unto the said *J. F.* his Executors, Administrators or Assigns, on the 10th Day of *March* next ensuing the Date hereof: To which Payment, well and truly to be made, I bind my self, my Heirs, Executors and Administrators firmly by these Presents. *In witness whereof, &c.*

A Bill of Credit:

T His present Writing witnesseth, That I *R. C.* of *London* Merchant, do undertake to and with *J. F.* of the City of *C.* Merchant, his Executors and Administrators, That if he deliver unto Sir *C. R.* Knt. or any of his Assigns to his Use, any Sum or Sums of Money amounting to the Sum of 1000 *l.* of lawful Money of this Realm, or under; and shall take a Bill under the Hand and Seal of the said Sir *C. R.* confessing and shewing the Certainty thereof, That then I, my Executors or Administrators, having the same Bill

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delivered to me or them, shall immediately upon the Receipt of the same, pay or cause to be paid unto the said J. F. his Executors or Assigns, all such Sums of Money as shall be contained in the said Bill: Which Payment in Manner and Form aforesaid, well and truly to make, I bind my self, my Executors, Administrators, and Assigns, by these Presents. *In witness, &c.*

An Obligation from one to one, for Payment of Money on a Day certain.

Noverint universi per presentes me B. R. de D. in Com S. Generosum teneri & firmiter obligari S. M. de P. in Com pda. Neoman in viginti Libris bone & legalis Monete Magne Britannie solvend eidem S. M. aut suo certo attornato Executorib' Administratorib' vel Assignatis suis ad quam quidem solutionem bene & fideiter faciend obligo me Heredes Executors & Administratores meos firmiter p presentes Sigillo meo sigillat Dat decimo die Decembris anno Regni Dni Georgii Dei Gratia Magne Britannie Francie & Hibernie Regis Fidei Defens' &c. secundo Annoq Dni 1715.

The Condition of this Obligation is such, That if the above bound B. R. his Executors, Administrators or Assigns, do or shall well and truly pay, or cause to be paid, unto the said S. M. his Executors, Administrators or Assigns, the Sum of Ten Pounds of lawful Money of Great Britain, on or before the 10th Day of June next ensuing the Date hereof, then this Obligation shall be void, otherwise to remain in full Force.

Sealed and delivered
in the Presence of

An

An Obligation from two to one, for Payment of Money on Demand.

Noverint universi p[re]sentes nos C. A. de B. in Com[mon] S. Sed & R. C. de C. in Com[mon] p[re]dicta p[re]sentem teneri & firmiter obligari J. f. Armiger in ducentis libris bone & legalis Monete Mag[ist]re B[er]tic solvend[um] eidem J. f. aut suo certo Atto[r]nato Executor Admini[st]rator vel Assign[us] suis Ad quam quidem solutionem bene & fideliter faciend[um] obligamus nos & utrumq[ue] nostrum conjunctim & divisim Heredes Executors & Admini[st]ratores nostros firmiter p[re]sentes sigillis nostris sigillat Dat[um] &c.

The Condition of this Obligation is such, That if the above bound C. A. and R. C. or either of them, their or either of their Executors, Admini[st]rators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said J. f. his Executors, Admini[st]rators or Assigns, the Sum of one hundred Pounds of lawful Money of *Great Britain* on Demand, then this Obligation shall be void, otherwise to continue in full Force.

An Obligation from one to two, with Condition for Payment of Money at two several Days.

Noverint universi p[re]sentes me R. C. de C. in Com[mon] S. Sed teneri & firmiter obligari J. f. Armiger & f. J. Sed in sexdecem libris bone & legalis Monete Magne Britannie solvend[um] eidem J. f. & f. f. seu eorum alteri vel eorum aut alicujus eorum certo Atto[r]nato Executor Admini[st]rator vel Assign[us]

Magis Ad quam quidem solutionem bene & fideliter faciendū obligo me Heredes Executors & Administratores meos firmiter p[re]sentes sigillo meo sigillat[ur] Dat[um] &c.

The Condition of this Obligation is such, That if the above bound R. C. do and shall well and truly pay, or cause to be paid, unto the said J. F. and F. J. or to either of them, or to their or either of their Heirs, Executors, Administrators or Assigns, the Sum of Four Pounds of lawful Money of Great Britain, on or before the 10th Day of June next ensuing the Date hereof, and Four Pounds more of the like lawful Money on the 30th of March, which shall be in the Year of our Lord, One thousand seven hundred and sixteen; Then this Obligation, and all herein contained, to be void, otherwise to stand and be in full force and Vertue.

An Obligation from two to two.

Noverint universi p[re]sentes nos W. B. de R. in Com[uni] D. Gen[er]al[is] & C. B. de G. in Com[uni] D. Gen[er]al[is] teneri & firmiter obligari Thome H. de L. in Com[uni] D. Armigero & Nicholao P. de R. in Com[uni] H. Armigero in centum & quinquaginta libris bone & legalis Monete Regne Britannie solvend[is] eidem Thome H. & Nicholao P. seu eor[um] alteri vel eor[um] certo Attornato Executorib[us] Administrato[rum] vel Assignatis suis. Ad quam quidem solutionem bene & fideliter faciendū obligamus nos & utrumq[ue] nostrum p[er] se p[ro] toto & in solido Heredes Executors & Administratores nostros & utriusq[ue] nostrum firmiter p[re]sentes sigillis nostris sigillat[ur] Dat[um] &c.

A Con-

A Condition to save harmless from a Bond for Payment of Money.

THE Condition of this Obligation is such, That whereas J. F. of C. in the County of S. at the Instance and Request of R. C. afore said, did become bound for the proper Debt of the said R. C. to F. J. of L. in the said County of S. Esq; in one Bond or Writing obligatory, under the Penalty of 100 l. dated with these Presents, as by the same Obligation and Condition doth more fully appear. If therefore the said R. C. his Heirs, Executors and Assigns, do and shall at all Times hereafter save and keep harmless, and indemnified the said J. F. from all Manner of Arrests, Actions, Charges and Damages whatsoever, which shall or may arise or accrue by Reason of the said recited Obligation, or any Thing relating to or concerning the same; Then this Obligation to be void, or else to be in full Force and Vertue.

A Condition to perform Covenants.

THE Condition of this Obligation is such, That if the above bound R. C. his Executors, &c. do and shall from Time to Time, and at all Times hereafter, well and truly abserve, fulfil, perform and keep all and singular the Covenants, Grants, Articles, Payments, Promises and Agreements, which on the Part and Behalf of the said R. C. his Heirs, Executors, Administrators and Assigns, are and ought to be performed, fulfilled, observed and kept, contained and specified in one Pair of Indentures bearing Date the 10th Day of *March*, in the Year of our Lord, &c. made between the said R. C. of the one Part, and the said J. F. of the other Part, according to the true Intent and Meaning of the said Indentures; Then this Obligation to be void, otherwise, &c.

The Condition of a Bail-Bond to the Sheriff, upon a Capias out of the Common Pleas.

THE Condition of this Obligation is such, That if the above bound R. C. do appear before the Justices of our Sovereign Lord the King in the Court of Common-Pleas at Westminster, in Craft' Animar' to answer to J. F. of a Plea of Debt; Then this Bond to be of none Effect, or else to stand in full Force.

A Condition to perform an Award of Arbitrators.

THE Condition of this Obligation is such, That if the above bound R. C. his Executors and Administrators, and every of them, for his and their Part, do in all Things well and truly stand to, observe, perform, fulfil and keep the Award, Arbitrament, Determination and Judgment of A. B. of, &c. and D. C. of, &c. Arbitrators indifferently chosen, elected and named, as well on the Part and Behalf of the said R. C. as on the Part and Behalf of the said J. F. to arbitrate, award, order, judge and determine, and a final Agreement make, of and concerning all and every Action, Suit, Variance, Sum of Money Claim and Demand whatsoever, had, moved or depending between the said Parties, so as the same Award of the said Arbitrators be made and put in Writing under their Hands and Seals, ready to be delivered to the said Parties, on or before the 10th Day of March next ensuing the Date hereof; That then, &c. otherwise, &c.

A Condition to find one Diet by the Year.

THE Condition, &c. That if the above bounden R. C. his Executors or Assigns, do and shall at his and their own proper Costs and Charges, find, provide

vide and allow unto J. E. or any Servant of his in his Stead, good, wholsome and sufficient Diet, and Victuals of Meat and Drink, in such Sort and Manner as is now allowed by the above bound R. C. for the Time and Space of one whole Year from the 10th of *March* next coming. And if at any time the said J. F. or any Servant of his so to be dieted, shall be absent from the said Commons for the Space of six Weeks or more together at any Time or Times during the said Term: If the said R. C. shall at the End of the said Term allow him the said J. F. or his Servant, Diet for as long Time as he was absent; Then this Obligation shall be void, otherwise shall remain in full Force.

A Condition to save harmless for paying Rent, where the Title is in Question.

THE Condition, &c. That whereas there is a Suit depending between the above bound R. C. and others, touching their Right and Interest in the now Dwelling-house of the above named J. F. situate, &c. And whereas the said J. F. hath agreed to pay the Rent of the said House to the said R. C. which is 50 *l. per Annum*, as the same shall grow due. If therefore the said R. C. his, &c. do and shall well and truly pay, or cause to be paid, unto the said J. F. his Executors or Assigns, all such Rent, Sum and Sums of Money, Charges and Damages whatsoever, as shall by due Proceedings in Law be adjudged or decreed against him the said J. F. his, &c. and all other Costs and Damages whatsoever, which he the said J. F. shall sustain or be at by Reason of any Action, Suit or Forfeitures whatsoever, which shall or may happen or be to the said J. F. his Executors, Administrators or Assigns, by Reason of paying the said Rent, or any Part thereof, to the said R. C. his Executors, Administrators or Assigns; That then, &c.

A Condition to save harmless the Bail in an Inferior Court.

THE Condition, &c. That whereas the within named J. F. at the special Instance and Request of the above bound R. C. hath bailed the said R. C. in the Sheriffs Court, holden in the Compter in Woodstreet, London, in an Action of Trespals, at the Suit of E. G. &c. as by the Records of the same Court it doth appear. If therefore the said R. C. his, &c. and every of them, do at all Times hereafter clearly acquit and discharge, and save and keep harmless and indemnified the said J. F. his, &c. and every of them, against all Persons whatsoever, from all Actions, Suits or Damages which may arise or accrue to the said J. F. his, &c. by Reason of his being Bail for the said R. C. as aforesaid; Then, &c.

A Condition to leave a Wife worth a Hundred Pounds.

THE Condition, &c. That whereas there is a Marriage intended shortly to be solemnized between the above bound R. C. and C. B. Daughter of W. B. late of C. in the County of S. deceased: If after the said Marriage is solemnized, it happen that the said R. C. do die, and the said C. shall survive him, then if the said R. C. shall at the Time of his Death leave unto the said C. the Sum of 100 l. or the Value thereof in Goods and Chattels, to be freely taken, had, used and disposed of by her the said C. her, &c. at her and their own Wills and Pleasures, without any Claim, Trouble, Suit or Demand of, in or to the same, or any Part thereof, from or by the Executors, &c. of the said R. C. or of any other Person whatsoever; That then, &c.

A Condition to pay Money at a Day of Marriage, or Death.

THE Condition of this Obligation is such, That if the above bound R. C. his Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid unto the above named J. F. his Executors, Administrators or Assigns, the Sum of 10 l. within six Months after the Marriage of him the said R. C. or within six Months after the Day of the Death of J. V. of, &c. Gent. which shall first happen after Date hereof, without Delay; Then, &c.

A Condition to deliver Hay and Oats.

THE Condition, &c. That if the above bound R. C. his Executors, Administrators or Assigns, do and shall well and truly deliver, or cause to be delivered unto the above named J. F. his Executors, Administrators or Assigns, at, &c. five Loads of good, sweet, well made and well dry'd Hay, every Load containing, &c. and twenty Quarters of sound, wholesome and sweet Oats, good and merchandizable Ware, every Quarter to contain, &c. between the Feast-day of St. John the Baptist, and St. James the Apostle, next ensuing the Date of these Presents, without any Thing therefore to be paid; Then, &c.

A Condition to justify all Actions commenced by Vertue of a Letter of Attorney.

THE Condition, &c. That whereas the above bound R. C. by his Deed or Letter of Attorney bearing Date, &c. hath made and constituted the aforesaid J. F. his true and lawful Attorney, to ask, recover and receive for him, and in his Name, to the only

only proper Use and Behoof of the said *J. F.* his Executors and Administrators, 200 *l.* of, &c. for which *J. V.* of, &c. standeth bound to the said *R. C.* by his Obligation bearing Date, &c. as by the said Letter of Attorney doth more at large appear: If therefore the said *R. C.* his Executors and Administrators, and every of them, do at all Times hereafter avow, justify and maintain all and every such lawful Action and Actions, Plaints, Process, Suits, Judgments and Executions, as the said *J. F.* his Executors, Administrators or Assigns, shall commence and pursue in the Name of the said *R. C.* his Executors, Administrators or Assigns, against the said *J. V.* his, &c. or any of them, upon or by Reason of the before mentioned Obligation; Then, &c.

A Condition for a hired Servant's Truth.

THE Condition, &c. That whereas the above named *J. F.* hath taken and received into his Service the above bound *R. R.* If therefore the said *R. R.* do and shall during so long Time as he the said *R. R.* shall dwell with the said *J. F.* well and truly serve the said *J. F.* his Master, without consuming or imbeziling, wasting, losing or unlawfully making away any of the Monies, Plate, Goods or Chattels of the said *J. F.* his Master, or of any other Person or Persons whatsoever, which shall or may be committed to his Custody, by Reason of his said Service. And if the said *R. R.* shall by Negligence or otherwise consume, waste or unlawfully make away any Money, Plate, Goods or Chattels of the said *J. F.* his Master, or of any other Person committed to his Care and Custody, as aforesaid: Then if the said *R. R.* the above bound *R. C.* and *C. R.* or any of them, their or any of their Executors, Administrators or Assigns, or any of them, do or shall within three Months next after due Proof thereof

thereof, and Notice given in Writing to the said R.C. and C. R. or either of them, make sufficient Recompence and Satisfaction unto the said J.F. his, &c. for any and all Damages sustained by Means of the said R. R. as aforesaid ; Then, &c.

A Condition to pay Rent.

THE Condition, &c. That if the above bound R.C. his, &c. or some of them, do well and truly pay, or cause to be paid unto the above named J. F. his, &c. the yearly Rent reserved and payable upon and by Vertue of a Pair of Indentures of Lease bearing Date with these Presents, made between the said J. F. of the one Part, and the said R. C. of the other Part, at such Days and Times as are therein limited and appointed, during the Term thereby granted, without Fraud or Delay ; Then, &c.

A Condition to pay Money during Life, for Maintenance.

THE Condition, &c. That if, &c. his Executors, Administrators or Assigns, or any of them, do or shall for and during the natural Life of J. F. &c. well and truly pay, or cause to be paid, unto the within named A.W. his Executors, Administrators or Assigns, for and towards the Maintenance of the said J. F. the Sum of: &c. on four Days quarterly every Year ; that is to say, on the, &c. by even and equal Portions ; the first Payment thereof to be made and begin on the, &c. next ensuing the Date above written ; He the said A. W. his Executors, Administrators or Assigns, on every such Payment, delivering unto the said R. C. his, &c. an Acquittance or Discharge in Writing for the Money so paid and received from Time to Time ; That then, &c.

A Con-

A Condition to re-deliver a Bond, or the Money due thereon.

THE Condition, &c. That whereas the above bound R. C. the Day of the Date hereof, hath received, and had of the above named J. F. one Bond or Obligation bearing Date, &c. as by the said Bond and Condition it doth more fully appear: Which said Bond or Obligation, together with a Letter of Attorney, of the Date within written, the said J. F. hath delivered to the said R. C. in Trust only for the Recovering and Receiving the said Debt of, &c. mentioned in the Condition of the said Obligation, together with Costs, Damages, and reasonable Interest, if any shall be due of and from the said, &c. his Executors or Administrators: If therefore the said R. C. his Executors, Administrators or Assigns, do at any Time hereafter within the Space of one whole Year next coming after the Date hereof, either well and truly pay, or cause to be paid, to the said J. F. his, &c. the full Sum of, &c. or redeliver, or cause to be re-delivered to the said J. F. his, &c. the said Obligation and Letter of Attorney, whole and uncanceled within the Time before limited; Then, &c.

A Bond wherein one is bound, that the other shall have the Estate of one Non Compos, after whose Death the Obligor had an Interest therein, &c.

THE Condition of this Obligation is such, That whereas there was 200 l. given unto J. L. of, &c. Spinster, by the Will of W. L. Father of the said J. L. and also of E. M. and M. H. Which said 200 l. was long since put out at Interest, or otherwise disposed of by the said J. L. And whereas the said J. L. about nine Years since became disordered in
her

her Mind, and not *Compos Mentis*, and is likely so to continue to the Day of her Death: *And whereas* she did before such time of her being so disordered, and when she was of a sound Mind, by Will in Writing, give all her Money and Estate whatsoever to her said Sister the said *M.H.* or to her Children, only the said *M.H.* was to pay to *J. N.* Son of her said other Sister the said *E. N.* the Sum of, &c. *And whereas* the said Will of the said *J. L.* was by her cancelled and torn in one of her Fits, and thereby the said *E. N.* hath a Right to a 3d Part of such Estate after the Death of the said *J. L.* But the said *E. N.* knowing and believing that it is the Desire of the said *J. L.* That the said *M.H.* shall have and enjoy her said Estate, or the most Part thereof, she the said *E. N.* doth agree to accept of the said Sum, &c. to be paid immediately after the Death of the said *J. L.* in full of all her the said *E. N.*'s Right and Title of, in and to the real and personal Estate of the said *J. L.* and every or any Part thereof: And that the said *M.H.* her Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold and enjoy the same, and every Part and Parcel thereof, without the Let, Suit, Trouble, Denial or Molestation of her the said *E. N.* her Heirs, Executors, Administrators or Assigns, or any or either of them. If therefore the said *E. N.* her Heirs, Executors, Administrators and Assigns, do and shall permit and suffer the said *M.H.* her Heirs, Executors, Administrators or Assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy all and every the real and personal Estate of the said *J. L.* which shall be left and remain at the time of her Decease, except the said Sum of, &c. so to be paid unto the said *E. N.* in manner as aforesaid, without any Let, Suit, Trouble, Denial, Molestation or Interruption of her the said *E. N.* her Heirs, Executors, Administrators or Assigns, or any of them; That then this Obligation shall be void, &c.

A Con-

A Condition to defend the Title of an old Messuage.

THE Condition of this Obligation is such, *That* *whereas* the above bounden *A. B.* hath bargained and sold for a good and valuable Consideration; unto the above named *C. D.* one old Messuage or Tenement, situate and being in, &c. and which he the said *A. B.* lately purchased, together with divers other Messuages or Tenements, of *E. F.* of, &c. If therefore the above bounden *A. B.* his Executors, Administrators and Assigns, do and shall well and truly save harmless, and keep indemnified the said *C. D.* his Executors, Administrators and Assigns, of and from all and every Person and Persons whatsoever, having or claiming, or which shall or may hereafter have or claim any Estate, Right, Title or Interest of, in, to or out of the same, or of, in, to or out of any Part or Parcel thereof; and of and from all and all manner of Costs, Suits, Troubles and Damages whatsoever, which shall or may grow or arise, or be brought against him the said *C. D.* his Heirs, Executors, Administrators or Assigns, for or by reason of his purchasing of the said Messuage or Tenement of him the said *A. B.* That then this present Obligation to be void, or else, &c.

A Condition to pay 10 l. per Annum to the Obligee, by reason of granting an Administration to the Obligor.

THE Condition of this Obligation is such, *That* *whereas* it is agreed by and between the above said *A. H.* and *J. N.* That Administration of all and singular the Goods, Chattels, Rights and Credits of *R. H.* late of *A.* aforesaid, Ycomen, deceas'd, shall and may be granted and committed to the said *J. N.* he the said *J. N.* paying unto her the said *A. H.* ten Pounds of lawful Money of this Realm Yearly and every

every Year, during her natural Life, at or upon the four most usual Feasts or Days of Payment in the Year, (*viz.*) [*Here mention the Feasts, &c.*] by Quarterly Payments, the first Payment thereof to begin and be made on the Feast of, &c. next ensuing the Date hereof, freed and discharged of all Taxes and Impositions whatsoever: If therefore the said J.N. his Heirs, Executors, Administrators or Assigns, or any of them, shall and do yearly and every Year, during the natural Life of the said A.H. pay or cause to be paid unto the said A.H. the full Sum of 10 l. of, &c. free and clear of and from all Taxes, Charges and Impositions whatsoever, on or upon the said four most usual Feasts of Payment, (*viz.*) [*the Feasts mentioned, &c.*] by Quarterly Payments, the first Payment thereof to begin and be made on the Feast-day of, &c. now next ensuing, without Fraud, Covin or further Delay; That then this Obligation to be void, and of none effect: But if Default shall be made in the Payment of any of the said Sums on the respective Days and Times herein before appointed for Payment thereof, contrary to the true Intent and Meaning of these Presents; That then this Obligation shall be and remain in full force and vertue.

A Condition for saving harmless a Tenant's Attorning and Paying his Rent to the Obligor on delivering a Declaration in Ejectment.

THE Condition of this Obligation is such, *That* whereas T.C. of, &c. did borrow of the above bounden A.B. the Sum of 30 l. of lawful Money of Great Britain, and for the Securing the Repayment thereof with Interest, at a Day long since past, did mortgage a Messuage, with the Appurtenances, situate, &c. then in the Occupation of the above named C.D. And whereas the said T.C. did not pay the said 30 l. and Interest, according to the said Mortgage,
2
and

and thereupon the above bounden *A. B.* hath recovered Judgment in Ejectment in the Court of Common-Pleas of and in the said Messuage and Premisses: And whereas the said *C. D.* hath attorned Tenant to the said *A. B.* and also agreed to pay the Rent of the said Messuage and Premisses with the Appurtenances, unto the said *A. B.* his Executors, Administrators and Assigns, without giving him the Trouble of taking Possession of the said Messuage and Premisses by any Writ of *Habere facias Possessionem*, or otherwise: And whereas there are several other Persons that do now pretend a Right to and in the said Messuage, with the Appurtenances, and thereupon the above bounden *A. B.* hath agreed to give the above named *C. D.* Security to save him harmless against the said *T. C.* and all Persons that do or shall pretend any Right or Claim to the Rents and Profits of the said Messuage, Tenement and Premisses, touching such Rents and Profits of the same: Which the said *C. D.* hath or shall pay unto the above bounden *A. B.* his Executors, Administrators or Assigns, and of and from all Trouble, Charge and Expences that the said *C. D.* shall be put unto, for or by reason of his attorning Tenant to the above bounden *A. B.* or for or by reason of his paying of the Rent of the said Messuage and Premisses to the above bounden *A. B.* If therefore the above bounden *A. B.* his Heirs, Executors, Administrators or Assigns, shall and do from time to time, and at all times hereafter, save, defend, keep harmless and indemnified the above named *C. D.* his Executors, Administrators and Assigns, of and from all Trouble, Suits, Costs and Damages which the said *C. D.* her Executors, Administrators or Assigns, shall or may be put unto by the said *T. C.* or any other Person or Persons whatsoever, for or by reason of the said *C. D.*'s attorning Tenant, and paying the Rent to the said *A. B.* as aforesaid, and also perform all and every the Agreements aforesaid; Then, &c.

Conditions.

A Condition to answer a Bill of Complaint in Chancery, and to perform an Award and Umpirage.

THE Condition of this Obligation is such, That
whereas A. B. and E. his Wife, and the above
 named C. D. and M. his Wife, did in or about *Hilla-*
ry Term in the Year 1714, exhibit a Bill of Com-
 plaint in the High Court of *Chancery*, against the a-
 bove bounden G. H. and J. his Son, to have a Dis-
 covery and Accompt of the real and personal Estate
 of L. M. of, &c. who obtained Letters of Admini-
 stration, with the Will annexed, of the said L. M. du-
 ring the Minority of the said E. and M. and to have
 Discovery and Delivery of all the Deeds, Writings,
 and Evidences touching, relating to and concerning
 the real Estate of the said L. M. and an Accompt of
 the Rents, Issues and Profits thereof, and to set aside
 and be released against general Releases executed by
 the said A. B. and E. his Wife, and the said M. be-
 fore her Intermarriage with the above bounden C. D.
 and also of divers other Matters contained in the said
 Bill of Complaint: Whereunto the above bounden
 G. H. and J. his Son, put in their joint and several
 Answers, with the Plea of the said C. D. and which
 Cause is still depending in the said Court, and the said
 Plea is by Consent to stand. Now the Consideration
 of the above written Obligation is such, That if the
 above bounden G. H. do and shall on or before the—
 Day of *Easter* Term next ensuing the Date of these
 Presents, duly put in and file in the said Court of *Chan-*
cery, a full Answer to the said Bill of Complaint, and
 deliver unto J. S. Gent. a true Copy of such Answer,
 and do and shall before the 1st Day of *Michae mas*
 Term now next ensuing the Date of these Presents,
 examine in the *Examiner's Office*, or by vertue of a
 Y Com-

Commission out of the said Court, such Witnesses as the above named *A.B.* hath or shall think fit to examine in the said Cause, and consent to the publishing of their Depositions, or the Depositions of such other Witnesses as shall be examined by the Parties in the said Cause: And also if the above bounden *G.H.* his Heirs, Executors, Administrators, and every of them, do and shall well and truly observe, perform pay, do, fulfill and keep such Award, Order or Determination touching, relating to, and concerning all and singular the Matters and Things aforesaid, as shall be made by *T.L.* of the *Middle Temple, London*, Esq; and *C.D.* of, &c. so as they do make such their Award or Determination under their Hands and Seals, and deliver, or have ready to deliver the same to the said Parties, or to such of them as shall desire the same, on or before, &c. next ensuing the Date of these Presents: But if they the said *T.L.* and *C.D.* do not make their Award, Order or Determination, by the time aforesaid, then if the above bounden *G.H.* his Heirs, Executors, Administrators, and every of them, do and shall well and truly observe, perform, fulfil, accomplish, pay and keep such Award, Order, Umpirage and Determination touching, relating to and concerning the Premises aforesaid, in difference between the said Parties, as shall be made by such Umpire as the said Arbitrators shall elect, nominate, constitute and choose by Writing under the said Umpire's Hand and Seal, and deliver, or have ready to deliver the same to such of the said Parties as shall require the same, on or before, &c. That then, &c.

Vide ante Title *Awards, &c.*

A Bail Bond, &c. in the Dean and Chapter-Court of Canterbury.

KNOW all Men by these Presents, That we *J. W.* of, &c. and *T. B.* of, &c. are held and firmly bound unto *T. H. Gent.* Bailiff of the Court of Record for the Liberties of the Dean and Chapter of the Cathedral and Metropolitan Church in *Canterbury*, in 100 *l.* of good, &c. to be paid unto the said Bailiff, his Executors, Administrators or Assigns. To which Payment well and truly to be made, we bind our selves, and every of us by himself, for all the said Sum, and in the whole, and the Heirs, Executors and Administrators of us and each of us firmly by these Presents. Sealed with our Seal, and dated this—Day of, &c.

The Condition of this Obligation is such, That if the above bounden *J. W.* do and shall personally appear before *H. R. Esq;* High Steward of the Court of Record of the Liberties of the Dean and Chapter of the Church aforesaid, or his sufficient Deputy, at the next Court of Record, called *High Court*, to be holden at *Northall*, within the Precinct of the said Church, on *Saturday* the 25th Day of *March* next ensuing, to answer unto *E. W.* in a Plea of *Trespas* upon the Case; That then this Obligation to be void, or else to be in full Force.

A Condition that one is seized of Copy-hold Lands mortgaged, and that he will pay the Money due on the Surrender.

THE Condition of this Obligation is such, That whereas the above bounden *T. N.* on the Day of the Date of the above written Obligation, in Consideration of 20 *l.* of lawful *British* Money to him

him in hand paid by the above named R. C. did surrender into the Hands of the Lord of the Manor of R. by the Acceptance of T. A. Beadle of the Court of the said Manor, and in the Presence of J. L. and J. S. two of the Customary Tenants of the aforesaid Manor, one Copyhold Tenement, with the Appurtenances, containing by Estimation 3 Acres and a half of Land, more or less, called, &c. lying and being in R. aforesaid, and Parcel of the said Manor; To the Use of the said R. C. and his Heirs, under Consideration nevertheless, That if the said J. N. his Heirs, Executors or Assigns, shall and do well and truly pay, or cause to be paid unto the above named R. C. his Executors, Administrators or Assigns, at or in the now Dwelling-house of the said R. C. situate in B. aforesaid, the full Sum of 20*l.* and 5*s.* of good and, &c. on the 17th of *February* now next ensuing; That then the said Surrender should be void, or else to be and remain in full force and virtue, as by the Surrender more plainly appeareth: *If therefore* the said J. N. was at the time of the making the said Surrender solely, rightfully and absolutely seized of and in the said Copyhold Tenement, with the Appurtenances, in Fee-simple, to his own Use, according to the Custom of the aforesaid Manor; And also, that if he then had full Power, good Right and lawful Authority to surrender the same unto the said R. C. and his Heirs, in Manner and Form aforesaid; And also, if the said J. N. his Heirs, Executors, Administrators and Assigns, shall well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, the aforesaid Sum of 20*l.* and 5*s.* in the Condition of the said recited Surrender specified on the Day and Year, and at the Place of Payment thereof above limited, in full Discharge of the said Condition, and according to the true Intent and Meaning thereof; And lastly, if the said J. N. his Heirs, Executors, Administrators or Assigns, shall

shall and do at the next Court-Baron to be holden at the aforesaid Manor, pay and discharge all the Fees that shall be due to the Steward of the Court of the aforesaid Manor; That then this present Obligation to be void, &c.

A Condition where a Dispute hath been about an Annuity, to pay 5 l. per Annum during her Life.

THE Condition of this Obligation is, *That whereas* there hath been several Debates and Disputes by and between the above bounden R. R. and the above named M. R. of, for, touching and concerning the Payment of one Annuity of 10 l. per Annum, to the said M. R. by the said R. R. chargeable on him by the Will of R. R. late of J. aforesaid, Butcher, deceased, late Husband of the said M. R. and Father of him the said R. R. *And whereas* it is agreed by and between the said R. R. the Son, and the said M. R. That she the said M. R. shall give him the said R. R. a general Release: And thereupon the said R. R. the Son, shall during the natural Life of the said M. R. pay or cause to be paid unto the said M. R. her lawful Attorney or Assigns, the Sum of 5 l. of lawful Money of Great Britain Yearly, during the Term of the natural Life of her the said M. R. by Quarterly Payments, (*viz.*) The Annunciation of the blessed Virgin Mary, St. John Baptist, St. Michael the Archangel, and the Birth of our Lord Christ; the first Payment thereof to begin and be made on the Feast of the blessed Virgin Mary now next ensuing, deducting thereout 4 s. in one Pound, according to the Nature and usual Custom of the Tax Yearly laid on Lands and Tenements, and so long and no longer as there is a Tax laid by Parliament on Lands and Tenements: And if it shall happen there shall be a less Sum than 4 s. in the Pound, to make such Deductions accord-

ingly, and no more: If therefore the said R. R. his Heirs, Executors, Administrators or Assigns, shall and do yearly, and every Year, well and truly pay, or cause to be paid, unto the said M. R. her lawful Attorney or Assigns, during the Term of her Life, the said Sum of 5 l. of, &c. by quarterly Payments, as aforesaid; Then this Obligation to be void. But if Default shall be made in the Payment of the said Sum of 5 l. or any Part thereof, at or upon the Days and Times above mentioned for Payment thereof; Then this Obligation to be and remain in full Force and Vertue.

A Condition to gather Rents, and give an Accompt thereof.

THE Condition, &c. That if the above bound R. C. or his sufficient Deputy, do from henceforth during his natural Life, well, truly and entirely levy, collect and gather all and singular the Rents, Revenues, Perquisites of Courts, Issues and Profits whatsoever, of or belonging to the Lordship or Manor of L. &c. and of all the Members and Parcels of the same, at the Feasts of, &c. yearly, during the said Term, and all the same Rents, &c. and all Money thereof coming or to come for the same, or any Part thereof, do well and truly content and pay to the said J. F. his Heirs, Executors or Assigns, at the Feasts of, &c. yearly: And shall also at all Times when required by the said J. F. his, &c. make, render and deliver to the said J. F. his Heirs or Assigns, a just, true and perfect Account of all the same Rents, Revenues, and other the Premisses, and of all the Arrearages thereof (if any be) due; and do at the End of every such Accompt made, make just and true Payment to the said J. F. his Heirs or Assigns: And further do well and truly administer; serve and execute

ente all Process to him to be directed from the Steward and Officers of the said *J. F.* his Heirs or Assigns, concerning the Premises, or any Part thereof; and moreover do, during all the said Term, demean and behave himself as an honest and true Bailiff ought to do; That then, &c.

A Condition for a Wife to make a Will.

THE Condition, &c. That whereas the above bound *R. C.* has appointed and agreed to marry and take to Wife *A. B.* late Wife of *D. C.* deceas'd; by Reason of which Marriage he the said *R. C.* will be much advanced in Substance and Riches: In Consideration whereof, if the said *R. C.* after the said Marriage had and solemnized, do quietly permit and suffer the said *A. B.* if she happen to depart this Life before the said *R. C.* to declare and make her Will in Writing or otherwise, and thereby to dispose of 100*l.* at her free Will and Pleasure: And further, if the said *R. C.* his Executors, Administrators or Assigns, or any of them, on reasonable Request to be made to him, them or any of them, by such Person or Persons, to whom any Sum of Money not exceeding the Sum aforesaid, shall be bequeathed, do well and truly pay, or cause to be paid, such Sum or Sums of Money so bequeathed and given by the said *A. B.* Then, &c.

A Condition to save harmless for being bound for Appearance.

THE Condition, &c. That whereas the above named *J. F.* at the special Instance and Request of the above bound *R. C.* by one Obligation bearing Date, &c. standeth bound jointly and severally with the said *R. C.* and the within bound *M. A.* unto *C. B.* and *B. C.* Sheriffs of the City of London,

In the Sum of, &c. with a Condition thereunder written for the Appearance of the said R. C. before the Justices of His Majesty's Court of *Common Pleas* at *Westminster*, on the, &c. next, &c. to answer to J.V. of a Plea of Trespas, as by the said Obligation and Condition thereof more at large appeareth: If therefore the said R. C. his Executors and Administrators, and every of them, do from Time to Time, and at all Times hereafter save and keep harmless the said J.F. his Heirs, &c. and the Goods and Chattels of him, them and every of them, against the Sheriffs of the City of *London*, and against all other Persons whatsoever, of and from all Actions, Suits, Judgments, Executions and Damages whatsoever, which may arise or come for or by Reason of the said Obligation and Condition; Then, &c.

A Condition to save harmless for being bound in a Sheriff's Bond.

THE Condition of this Obligation is such, That whereas the above named N. C. at the special Instance and Request of the above bounden G. S. and H. F. together with them, in and by one Obligation, bearing Date with these Presents, is become bound unto J. B. Esq; Sheriff of the County of *Sussex* in the Penal Sum of Forty Pounds, conditioned to be void, if the said G. S. shall appear before the Justices of our Lord the King at *Westminster* from the Day of *St. Martin* in fifteen Days, to answer H. S. of a Plea of Trespas, and also to answer the said H. according to the Custom of the Court of *Common Pleas*, in a certain Plea of Debt upon Demand of ten Pounds. If therefore the said G. S. shall appear before the said Justices of our Lord the King at *Westminster*, from the said Day of *St. Martin* in fifteen Days, to answer the said H. S. of the said Plea of Trespas. And also to answer the

the said *H.* according to the said Custom of the Court of *Common Pleas* in the said certain Plea of Debt upon Demand of ten Pounds. And also if the said *G. S.* his Executors and Administrators shall, well and truly pay, or cause to be paid, unto the said *N. C.* his Executors or Administrators, all such Sum and Sums of of Money as shall become due unto the said *N. C.* for Fees and Expences in and about the Defence of the said Suit, Then this Obligation to be void, or else to stand and be in full Force.

Another Condition to save harmless for being bound in a Sheriff's Bond.

THE Condition of this Obligation is such, That whereas the above named *N. C.* at the special Instance and Request of the above bound *J. P.* together with the said *J.* in and by one Obligation bearing Date with these Presents, is become bound unto *W. G.* Baronet, Sheriff of the County aforesaid, in the Penal Sum of fourscore Pounds, with Condition to be void if the said *J. P.* shall appear before the Justices of our Lord the King at *Westminster*, from the Day of *St. Martin* in fifteen Days, to answer *J. F. Esq;* in a Plea of Debt of forty Pounds, as by the said Obligation and Condition more at large appeareth. If therefore the said *J. P.* shall appear before the said Justices of our Lord the King at *Westminster*, at the Day aforesaid, to answer the said *J. F.* in the Plea aforesaid, in discharge of the said Obligation. And also if the said *J. P.* shall within two Months next coming, cause the said recited Obligation to be re-delivered up to the said *N. C.* Then this Obligation to be void, or else to stand and be in full Force.

A Condition not to become Surety without Licence.

THE Condition, &c. That if the above bound R. C. doth not at any Time hereafter engage or bind himself in, by or with any Bond, Bill, Specialty or Contract, or otherwise, to or for the Payment of any other Debt or Debts, or Sum or Sums of Money, than such Debts and Sums of Money only as now are or hereafter shall be contracted and owing by the said R. C. in Respect or by Reason of his own Trade or Business, without the Consent and Agreement of the above named J. F. his Executors, Administrators or Assigns; That then, &c.

A Condition not to sell his Interest in a Shop before J. F. has refused to buy it.

THE Condition, &c. That whereas the above bound R. C. hath and is possessed of one Shop, situate, &c. for the Term of twelve Years as yet to come and unexpired, as by a Lease thereof made to the said R. C. by one A. B. by Indenture dated, &c. it doth more fully appear. If therefore the said R. C. do not at any Time hereafter grant, bargain, sell or assign his said Interest and Term of Years yet to come in the said Shop, to any Person or Persons, without first having the Refusal of the said J. F. in Writing, to buy or purchase the same; Then, &c.

A Condition to leave two Parts in three of Land and Goods to a Wife.

THE Condition, &c. That if a Marriage intended to be solemnized between the above bound R. C. and C. R. Daughter, &c. shall take Effect; and if after the said Marriage it doth happen that the said C. R. doth survive

survive him the said R. C. And if he the said R. C. shall before his Decease convey and assure to her the said C. R. two full Parts of all such Goods and Chattels as he now hath, or hereafter shall have during the Coverture, the same into three Parts to be divided: And shall also assure and convey two full Parts of all such Lands and Tenements as he the said R. C. shall be or is now possessed of in his own Right, of any Estate whatsoever, the same into three Parts to be divided, so that the said two Parts of all such Lands and Tenements be conveyed and assured to them the said R. C. and C. R. and the Heirs of their two Bodies; and for lack of such Issue, to the Heirs of her the said C. R. for ever, and not otherwise; That then, &c.

A Condition that the Husband shall not sell a House and Goods, nor any Part thereof, (whereof the Wife was seised before Marriage) during the Coverture, and to leave the same discharged of Incumbrances, if the Wife survive.

THE Condition, &c. That whereas there is an Agreement made between the above bound R. C. and C. R. of, &c. Widow, for a Marriage to be had and solemnized between them two: And whereas the said C. by vertue of one Indenture of Lease bearing Date, &c. made by one J. F. to her the said C. is possessed of one Messuage, &c. with the Appurtenances in A. for all the Residue of the Term of 21 Years, &c. to come, in the said Indenture mentioned; and is also possessed of certain Plate, Jewels and Household-stuff in the said Messuage now being. If therefore at any Time after the said Marriage, and during the natural Life of the said C. the said R. C. doth not alien, sell, bargain, grant, forfeit, mortgage or incumber the said Messuage, &c. nor do remove, convey

vey or carry away, or cause to be conveyed, removed or carried away any of the Plate, &c. from or out of the said Messuage; nor bargain, sell, change or alter the Property of any Part thereof, without the Consent of the said C. And if it happen that the said C. do survive him the said R. C. if then also he the said R. C. do leave the Interest in the said Lease of the said Messuage, &c. and all the Plate, &c. which shall then remain unfold or unaliened by the Consent of the said C. free from all Bargains, Sales or Incumbrance by him done, made or procured to her the said C. her Executors and Assigns, so that she and they may lawfully, peaceably and quietly have, hold, possess and enjoy the same without any Let, Suit, Trouble, Claim or Demand from any Person or Persons whatsoever, from and immediately after the Decease of the said R. C. That then, &c.

A Condition to make one free.

THE Condition, &c. That if the above bound R. C. his Executors, Administrators or Assigns, do and shall within one Year next ensuing the Date hereof, upon reasonable Request to him or them to be made by the above named C. R. cause and procure the said C. to be lawfully and orderly, according to the Custom of the City of L. admitted into the Liberty and Freedom of the same City, without any Manner of Fraud or Covin, at the only Costs and Charges of him the said C. R. so always that the said C. R. shall not be lawfully hindred thereof by Reason of any Act or Thing to be done hereafter by the said C. R. That then, &c.

A Condition to become bound with another to the Obligee, who has passed his Word for the Debt of the Obligor.

THE Condition, &c. That whereas the above named J. F. at the Request, and for the proper Debt of the above bound R. C. has agreed and undertaken for the Payment of 50 l. of lawful Money of Great Britain, to be paid by him the said J. F. his Executors, Administrators or Assigns, to J. F. of, &c. according to the Tenor and Effect of one Pair of Indentures dated and made, &c. If therefore the said R. C. do, together with one C. R. of, &c. become bound unto him the said J. F. his, &c. in and by one Bond or Obligation, at or before the 10th Day of March next ensuing the Date hereof, wherein the said R. C. and C. R. shall be jointly and severally bound unto the said J. F. his Heirs, Executors, Administrators and Assigns, in the Sum of 100 l. of lawful Money of Great Britain, with Condition for the saving and keeping harmless him the said J. F. his Heirs, &c. from all Charge and Damage which may arise, happen or come to him the said J. F. his Heirs, Executors, Administrators or Assigns, for or by Reason of his engaging, promising or undertaking to pay the said 50 l. to the said J. F. his Executors, Administrators or Assigns, as aforesaid; Then, &c.

A Condition, that a Father having received a Legacy given to a Child, shall save the Executor harmless.

THE Condition, &c. That whereas the above mentioned R. C. did by his last Will and Testament give and bequeath to S. C. one of the Sons of the above bound A. C. the Sum of 50 l. of lawful Money of Great Britain, to be paid unto him the said S. C.

or

or his Assigns, when he should attain to his full Age of One and twenty Years, as by the said Will it doth more fully appear. And whereas the above named J. F. and F. J. at the special Instance and Request of the said A. C. at and before the Ensealing and Delivery of these Presents, have paid and delivered the said 50 l. to the said A. C. to and for the Use of the said S. C. his Son, if therefore the said A. C. and the above bound C. A. their or either or any of their Executors, Administrators or Assigns, do well and truly pay, or cause to be paid, the said 50 l. unto the said S. C. when he shall be of the Age of one and twenty Years, And do also at all Times hereafter acquit, exonerate and discharge, or well and sufficiently save and keep harmless them the said J. F. and F. J. and either of them, their and either of their Executors, Administrators and Assigns, of and from all Actions, Damages, Trouble, Claims and Demands, of or from the said S. C. or any other Person or Persons whatsoever, for or by Reason of the Payment of the said 50 l. to the said A. C. That then, &c.

A Condition to pay back part of a Legacy, if any Debt of the Testator shall appear after to be unpaid.

THE Condition, &c. That whereas the above bound R. Q. hath had and received of the above named Q. R. Executor of the last Will and Testament of one A. B. of, &c. deceased, the Sum of 50 l. of, &c. a Legacy given and bequeathed by the said A. B. to the said R. Q. If therefore any Debt hereafter of the said A. B. shall happen to be demanded or received and paid by the said Q. R. his Executors or Administrators, and the said R. Q. his Executors or Administrators, shall within one Month after Notice thereof, well and truly pay or cause to be

be paid to the said Q. R. his Executors or Assigns, a ratable Part and Proportion back again toward the Satisfaction of the said Debt ; That then, &c.

A Condition to make Satisfaction if any Mistake be found in an Accompt made up.

THE Condition, &c. That whereas the above bound Q. R. having been Apprentice unto the said I. F. now is about to leave the Service of the said I. F. and in order thereto hath given an Account in Writing of all Dealings and Businesses of the said J. F. transacted by the said Q. R. during his said Apprenticeship, If therefore the said Q. R. his Executors, Administrators or Assigns, do and shall well and truly accompt for, satisfie and pay any Sum or Sums of Money, which on a more exact and strict Examination of the said Accompt shall appear not to have been accompted, and to be due to the said I. F. his Executors, Administrators and Assigns, Then, &c.

A Condition to save harmless one Bail for a Defendant in the Common Pleas, and for the Defendant's paying the Condemnation Money, or rendring himself to Prison, if Judgment be against him.

THE Condition of this Obligation is such, That whereas the above named R. C. at the Request of the above bound E. A. hath agreed to become Bail or Manucaptor of the said E. in his Majesty's Court of Common Pleas at Westminster, at the Suit of J. M. Gent. one of the Attornies of the same Court, in an Action of Covenant broken, If therefore within five Days next after Judgment shall happen to be given against the said E. in the Action aforesaid, the said E. do or shall pay the Condemnation

tion Money, or render himself a Prisoner to the Prison of the *Fleet* in Discharge of the Bail or Manucaption aforesaid, And also if the said *E. A.* his Heirs, Executors or Administrators, do or shall from Time to Time and at all Times hereafter, save, defend and keep harmless the said *R. C.* his Heirs, Executors and Administrators, of and from all Writs, Actions, Suits, Bills, Costs, Charges and Damages, which shall or may be brought or prosecuted against the said *R. C.* his Heirs, Executors or Administrators, or which he or they shall or may bear, pay or suffer for or by Occasion that the said *R. C.* hath or shall become Bail or Manucaptor of the said *E. A.* as aforesaid, then this Obligation to be void, or else to stand and be in full Force.

Note, If the Defendant be of that Quality that there is no fear of his Insolvency, then the Clause of rendring himself to the Fleet may be left out: But if otherwise, then it is best to put in that Clause, whereby you will be sooner intituled to put the Bond in Suit.

A Condition for saving a Bail harmless, without a Clause of the Defendant's rendring himself to Prison.

THE Condition of this Obligation is such, That whereas the above named *A. B.* at the Instance of the above bound *S. B.* hath agreed to become Bail or Manucaptor of *R. M.* in his Majesty's Court of Common Pleas at *Westminster*, at the Suit of *R. H.* Gent. in an Action of Trespass upon the Case, to the Damage of the said *R. H.* 1500 *l.* as it is said, If therefore the said *S. B.* her Heirs, Executors and Administrators, do and shall from Time to Time, and at all Times hereafter, save, defend and keep harmless the said *A. B.* his Heirs, Executors and Administrators,

tors, of, and from all Writs, Actions, Suits, Bills, Costs, Charges and Damages whatsoever, which shall or may be brought or prosecuted against the said *A. B.* his Heirs Executors or Administrators, or which he or they shall or may bear, pay or suffer, for or by Occasion that the said *A. B.* shall become Bail or Manucaptor of the said *R. M.* as aforesaid, Then, &c.

A Condition to save the Bail harmless, and pay the Charges which he shall expend in Defence of the Suit.

THE Condition of this Obligation is such, That whereas the above named *A. B.* at the Request of the above bound *C. D.* hath agreed to become Bail or Manucaptor of the said *C. D.* in the Court of Common Pleas at *Westminster*, in an Action there brought or to be brought against him by *J. M.* If therefore the said *C. D. E. L.* and *M. N.* or any of them do and shall from Time to Time, and at all Times hereafter save, defend and keep harmless the said *A. B.* his Heirs, Executors and Administrators, of and from all Actions, Suits, Bills, Costs, Charges and Damages whatsoever, which shall or may be brought or prosecuted against the said *A. B.* his Heirs, Executors or Administrators, or which he or they shall or may bear, pay or suffer, for or by Occasion that the said *A. B.* hath or shall become Bail or Manucaptor of the said *C. D.* as aforesaid, And also, If the said *C. D. E. L.* and *M. N.* or any of them shall from Time to Time and all Times hereafter upon reasonable Request, pay unto the said *A. B.* all such Sum and Sums of Money as he shall expend, disburse or deserve to have, for or about defending the said Action, Then, &c.

Note, *A Bond with such Condition is necessary where the Defendant's Attorney is the Bail.*

A Condition to save harmless for being Bail in an inferior Court.

THE Condition of this Obligation is such, That whereas *E. S.* late in his Majesty's Court of Record, held before the Mayor of the City of *Chichester* above said hath levied a certain Plaint against the above bound *W. T.* in a Plea of Trespass upon the Case. And whereas *E. C.* one of the Serjeants of the Mace within the said City by Precept of the Court aforesaid, hath arrested the said *W. T.* upon the Plaint aforesaid, And whereas the above named *N. C.* at the special Instance and Request of the said *W. T.* for the Enlargement of the same *W. T.* hath undertaken to become Pledge of Manucaptor of the said *W. T.* in the Plea aforesaid, according to the Custom of the said Court: If therefore the said *W. T.* his Heirs, Executors or Administrators do or shall, within ten Days next after Judgment shall happen to be given against the said *W. T.* upon the said Plaint in the Court aforesaid, well and truly pay, or cause to be paid unto the said *E. S.* all such Sum and Sums of Money as by such Judgment shall happen to be recovered against the said *W. T.* And do and shall also within the same ten Days cause and procure Satisfaction to be acknowledged and entred of Record upon such Judgment so happening to be given as aforesaid, And also if the said *W. T.* his Heirs, Executors or Administrators, do or shall upon Notice and Request made, well and truly pay, or cause to be paid, unto the said *N. C.* his Executors or Administrators all such Sum and Sums of Money, as he or they shall expend or disburse in Defence of the Suit so brought against the said *W. T.* as aforesaid, or in Defence of any Writ, Plaint, Suit or Action to be brought against the said *N. C.* for or by Reason of his becoming
Pledge

Pledge or Manucaptor of the said *W. T.* as aforesaid, or in obtaining or prosecuting any Writ or Writs of Error upon any Judgment to be obtained against the said *W. T.* in the Plea aforesaid, or against the said *N. C.* as Pledge and Manucaptor of the said *W. T.* And also if the said *W. T.* his Heirs, Executors and Administrators shall from Time to Time and at all Times hereafter save, defend and keep harmless the said *N. C.* his Executors and Administrators of and from all Costs, Charges, Damages, Lets and Troubles whatsoever, which he the said *N. C.* his Executors or Administrators shall at any Time hereafter sustain, bear, pay or suffer for or by Reason of becoming Pledge or Manucaptor of the said *W. T.* as aforesaid, without Fraud or Delay, Then this Obligation to be void and of none Effect, or else to stand and be in full Force and Vertue.

A Condition to save harmless the Bail for the Defendant in an inferior Court.

THE Condition of this Obligation is such, That whereas *R. S.* late in the King's Majesty's Court of Record, held before the Mayor of the City of *C.* did levy a Plea against the above bound *J. W.* in a Plea of Trespass upon the Case: By Virtue of which Plea, and by Precept of the Court aforesaid, the said *J. W.* was arrested by one of the Serjeants of the Mace of the said City, to answer the said *R. S.* of the Plea aforesaid; And the said *J. W.* so being arrested, the above named *N. C.* at the special Instance and Request of the said *J. W.* and for his Enlargement did undertake to become Bail or Manucaptor of the said *J. W.* in the Plea aforesaid, at the Suit of the said *R. S.* according to the Custom of the said Court: If therefore the said *J. W.* his Executors or Administrators do or shall within eight Days next

after Judgment shall happen to be given against the said *J. W.* in the Plea aforesaid, at the Suit of the said *R. S.* procure and cause Satisfaction to be acknowledged and entred upon the Record of such Judgment so happening to be given against the said *J. W.* as aforesaid, whereby such Judgment shall be made void. And also if the said *J. W.* his Executors and Administrators, shall from Time to Time, and all Times hereafter, save, defend and keep harmless the said *N. C.* his Heirs, Executors and Administrators, of and from all Costs, Charges and Damages whatsoever, for or by Reason that the said *N. C.* hath or shall become Bail or Manucaptor of the said *J. W.* at the Suit of the said *R. S.* upon the Plea aforesaid; And also if the said *J. W.* shall within six Months next ensuing the Date hereof, clearly and absolutely acquit and discharge the said *N. C.* his Executors and Administrators of and from the Bail and Manucaption aforesaid: Then, &c.

A Condition for saving harmless the Plaintiff's Bail, to prosecute in an inferior Court.

THE Condition of this Obligation is such, That whereas the above bound *R. D.* late in the King's Majesty's Court of Record held before the Mayor of the City of *C.* above said, did levy a Plea against one *A. C.* in a Plea of Trespass upon the Case, And the above named *J. V.* at the special Instance and Request of the said *R. D.* hath undertaken to become the Pledge of the said *R. D.* for the prosecuting the said Plea, If therefore Judgment shall happen to be given against the said *R. D.* in the Plea aforesaid, upon Discontinuance, Non-Suit, Verdict for the Defendant, or otherwise howsoever, Then if the said *R. D.* do or shall, within Eight Days next after such Judgment shall hap-

happen to be given, procure and cause Satisfaction to be acknowledged upon the Record of such Judgment; whereby the said Judgment shall be made void; And also if the said R. D. his Executors and Administrators, shall from time to time, and at all times hereafter, save, defend and keep harmless the said J. V. his Heirs, Executors and Administrators, of and from all Costs, Charges and Damages whatsoever, for or by Occasion that the said J. V. hath or shall become Pledge of the said C. D. upon the Complaint aforesaid; And also if the said C. D. shall within six Months next ensuing the Date hereof clearly and absolutely acquit and discharge the said J. V. his Executors and Administrators, of and from the being or continuing Pledge of the said R. D. as aforesaid, Then, &c.

A Condition for saving harmless a Surety for a Parson in the First-Fruits Office.

THE Condition of this Obligation is such, That whereas the above named N. C. at the Request, and for the Debt of the above bound A. B. in and by Four several Obligations, bearing Date with these Presents, is become bound unto our Lord the King in four several Sums of 11 l. with Condition of the first Obligation to be void, if the said A. B. his Executors or Assigns on the first Day of May next, shall pay unto our Lord the King, at the Receipt of his Exchequer at Westminster, 5 l. 3 s. d. in part of 20 l. 14 s. for the First-Fruits of the Rectory of F. aforesaid, And with Condition of the second Obligation to be void, on the like Payment of 5 l. 3 s. 6 d. upon the first Day of November next; And with Condition of the third Obligation to be void, on the like Payment of 5 l. 3 s. 6 d. upon the first Day of May, which shall be in the Year of our Lord 1717.

And with Condition of the fourth Obligation to be void, on the like Payment of 5 *l.* 3 *s.* 6 *d.* upon the first Day of *November*, which shall be in the said Year of our Lord 1717. If therefore the said *A. B.* his Executors or Assigns, do or shall well and truly pay or cause to be paid unto our said Lord the King the said four several Sums of 5 *l.* 3 *s.* 6 *d.* according to the respective Conditions of the said four several Obligations; And also, if the said *A. B.* his Executors or Assigns, do or shall within six Weeks next after the respective Day mentioned in the Condition of every of the said several Obligations, procure every of the said several Obligations respectively to be cancelled and delivered unto the said *N. C.* his Executors or Administrators without Fraud or Delay: Then, &c.

A Condition to pay a further Sum, for a Fine upon renewing a Lease for Lives, in case one of the Lives in the former Lease, be not now living, as is affirmed.

THE Condition of this Obligation is such, That whereas the above bound *T. F.* lately held of the above named Dean and Chapter certain Lands and Tenements in the Parish *R.* in the County of *S.* for the Life of one *E. A.* now, or sometime the Wife of *W. L.* of *A.* in the County of *N.* Clerk. And whereas the said Dean and Chapter at the Request of the said *T. F.* and upon his Affirmation that the said *E. A.* is now living, have accepted a Surrender of the Estate of the said *T. F.* in the Premises: And by their Indenture of Lease, under their Common and Chapter Seal, bearing Date with these Presents, have demised and granted the same Premises unto the said *T. F.* to hold during the natural Lives of the said *E. A.* and the said *T. F.* and one *N. F.* Son of *N. F.* deceased, and

and during the natural Life of the longest Liver of them. If therefore the said *E. A.* on the Day of the Date hereof is dead, then if the said *T. F.* do and shall on the second Day of *February* next coming, well and truly pay or cause to be paid unto the said Dean and Chapter or their Successors, the full Sum of threescore and ten Pounds of lawful Money of *Great Britain*, being the Sum agreed upon between them the said *T. F.* and the said Dean and Chapter, in such Case to be paid, Then this Obligation, &c.

A Conditton to give Account, and render the Stock delivered to one who is to carry on a Trade at half profit.

THE Condition of this Obligation is such, That whereas the above named *T. K.* at the Request of the above bound *R. K.* hath entrusted and committed into the Hands of the said *R. K.* divers Goods, Working-Tools, Plate, Money and Wares, being in the whole of the Value of 560 *l.* for the furnishing of the said *R. K.* with a necessary Stock to exercise the Trade of a Goldsmith, And whereas it is agreed between the said *R. K.* and *T. K.* that the said *R. K.* shall work upon and improve the said Stock in buying and selling, and for his Labour and Pains therein, shall receive and have to his own Use the one Half of the Benefit thereof to be made, keeping the Stock entire, and paying unto the said *T. K.* the other Half of the Benefit thereof to be made. If therefore the said *R. K.* his Executors or Administrators do and shall within six Months next after Notice to him given, or left in Writing at the Place of his usual Abode, pay or deliver unto the said *T. K.* his Executors or Administrators 520 *l.* of lawful Money of *Great Britain* for the Stock aforesaid, or the Value thereof

in Goods, Working-Tools, Plate and Goldsmiths Wares. But if the said *R. K.* shall happen to die before such Notice given or left in Writing, as aforesaid; then if the Heirs, Executors, or Administrators of the said *R. K.* shall within twenty Days next after such the Death of the said *R. K.* pay and deliver unto the said *T. K.* his Executors or Administrators the said 520 Pounds or the Value thereof, as aforesaid: And also if the said *R. K.* do and shall from time to time yearly, and every Year at the Feasts, &c. until the said 560 *l.* or the Value thereof as aforesaid shall be paid and delivered unto the said *T. K.* his Executors or Administrators, pay or cause to be paid unto the said *T. K.* his Executors or Administrators the Moiety or one half of all such Sum and Sums of Money as he the said *R. K.* shall have received or gained by working in the Trades of a Goldsmith or Silversmith, or by buying and selling any Wares belonging to either of the said Trades; the first Payment thereof to be made at the Feast of the Annunciation of the blessed Virgin *Mary* next ensuing the Date hereof, Then this Obligation to be void, &c.

A Condition to pay proportionable Shares of the Charges of a Suit concerning a Common.

THE Condition of this Obligation is such, That whereas there is within the Parish of *W.* in the County aforesaid, a certain Parcel of Pasture-Ground, containing by Estimation sixty Acres, call'd *Eastside-Common*: And whereas every of the above bound *T. C.* *J. H. P. W.* and *W. F.* respectively, are seized of several Lands and Tenements in the said Parish of *W.* to which Lands and Tenements respectively, there doth belong Common of Pasture for Sheep upon the said *Eastside-Common*, at certain Times in the Year. And
whereas

whereas *J. C.* of *W.* aforesaid, Gent. doth claim Common of Pasture for Sheep in the said *Eastside Common* at such Times as he ought not to have such Common of Pasture there. And thereupon the said *T. C. J. H. and P. W.* and one *R. T.* of *W.* aforesaid, and Under-Tenant of the said *W. F.* or some of them, did lately distrain and impound the Sheep, of the said *J. C.* depasturing in the said *Eastside Common*, whereupon the said *J. C.* hath brought against them several Actions of Replevin: And the said *T. C. J. H. P. W.* and *R. T.* have jointly and severally retained the above named *N. C.* to defend for them the said Actions of Replevin, and to prosecute and defend other Actions concerning the said Common. If therefore every of them the said *T. C. J. H. P. W.* and *R. T.* respectively, by Parts and Portions, ratable and proportionable to the respective Quantities of Land by every of them respectively occupied or possessed, and whereunto Common of Pasture for Sheep on the said *Eastside Common* doth appertain, do and shall from Time to Time upon every Request made, well and truly pay, or cause to be paid unto the said *N. C.* all such Sum and Sums of Money as the said *N. C.* shall expend, lay out, or reasonably deserve to have, for or in the prosecuting or defending the several Actions of Replevin before mentioned, or any other Action or Actions, for or in the Names of the said *T. C. J. H. P. W.* and *R. T.* or any of them, for, about, or concerning the said Common, called *Eastside Common*. And also if every of them the said *T. C. J. H. P. W.* and *R. T.* respectively, by such Parts and Portions as aforesaid, upon every Request made, do or shall pay and bear mutually to and amongst each other, all such Costs, Charges and Damages as they or any of them shall expend, pay or suffer for or by Occasion of the Actions of Replevin before mentioned,

or

or any other Actions or Suits brought or to be brought by, for or against them or any of them touching or concerning the said *Eastside Common*. And also if any of them the said *T. C. J. H. P. W.* and *R. T.* shall not at any Time acquit, release or Discharge the several Actions of Replevin before-mentioned, or any Judgment, Execution, Costs or Damages to be thereupon had or obtained, or any other Action, Suit, Judgment, Execution, Costs or Damages touching or concerning the said *Eastside Common*, by, for or in the Names of any of them to be prosecuted, had or obtained without the Licence or Consent of three of them the said *T. C. J. H. P. W.* and *R. T.* thereunto first had and obtained in Writing, Then this Obligation, &c.

Note, The Bond was made to the Attorney of the Obligors, a Trustee indifferent between them.

A Condition for a Parson presented to a Living, to resign upon Request.

THE Condition of this Obligation is such, That whereas the Vicaridge of *N.* in the County of *S.* is now void, and it belongeth to *R. M. Esq;* and *T. M. Esq;* as Trustees of the above named *N. L.* to present thereunto; and they have this present Day presented unto the said Vicaridge the above bound *T. L.* intending hereafter to present one *R. L.* now at the University of *O.* when he shall be capable thereof, or some other Friend of the said *N.* If therefore the said *T. L.* shall procure himself to be admitted, instituted and inducted into the said Vicaridge upon the said Presentation: And also, if the said *T. L.* within six Months after Request made, shall absolutely and in due Form of

of Law resign the said Vicaridge, and thereof give Notice to the said N. L. his Executors or Administrators, and procure such Resignation to be accepted, so that the said Vicaridge may then again be void without Fraud or Delay: Then, &c.

*A Condition to procure an Infant to convey Lands, —
when he comes of Age.*

THE Condition of this Obligation is such, That if the above bound R. B. his Heirs, Executors or Administrators at their own Costs, do or shall procure, or cause S. T. one of the Daughters of R. T. deceased, after the said S. shall have attained her Age of one and twenty Years, or the Age of the said S. in Case of her Death upon reasonable Request by good and sufficient Conveyance and Assurance in the Law to grant, convey and assure unto the abovenamed K. A. and her Heirs and Assigns for ever all that said Messuage, &c. with Covenants on the Part of the said S. and her Heirs in such Conveyance to be comprised, that the said K. A. and her Heirs shall and may from thenceforth hold and enjoy all the said Messuages and Premises now in the Occupation of the said K. without any Let or Interruption of the said S. her Heirs or Assigns, and free from all Incumbrances done or suffered by her or them; Then this Obligation to be void, &c.

*A Condition to surrender Copyhold Lands, whereunto
the Obligor is admitted in Trust for the Obligee.*

THE Condition of this Obligation is such, That whereas the above bound W. R. at the Costs and Charges, and in Trust for the only Benefit of the said L. N. hath had and taken Admittance according to the Custom of the Manor of N. in

in the County of *S.* of and to the Reversion of one Messuage, one Barn and certain Lands thereunto belonging, with the Appurtenances in *L.* holden by Copy of Court-Roll of the said Manor; To have and to hold unto the said *W. R.* for and during the Term of his natural Life, from and after the Decease of *A.* Wife of the said *L. N.* lately called *Anne Jelly*, and the said *L. N.* and from and after the Decease of the Survivor of them. If therefore the said *W. R.* do and shall upon the Request, and at the Costs and Charges of the said *L. N.* his Executors or Administrators, well and truly and according to the Custom of the Manor aforesaid, surrender into the Hands of the Lord of the Manor aforesaid, the said Messuage and Premises with the Appurtenances, in such Manner and to such Use and Uses as the said *W. R.* his Executors and Administrators shall direct or appoint. And also if the said *L. N.* his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times, until such Surrender shall be so made by the said *W. R.* as aforesaid, peaceably and quietly have, hold, use, occupy, possess, enjoy and keep the said Messuage and Premises with the Appurtenances, and every Part thereof, without any Let, Trouble, Interruption or Contradiction of or by the said *W. R.* or any claiming under him, or by his Act or Deed, Then, &c.

A Condition for Payment of Rent, and Performance of other Agreements on a Lease Parol.

THE Condition of this Obligation is such, That whereas the above named *N. T.* hath this present Day demised unto the above *W. E.* all that his Messuage with the Curtilage and Garden thereunto belonging, situate in *S.* and now in the Occupation of the said *W. E.* except Trees growing on

on the said Premisses, to hold from *Michaelmas* last for one Year, and so from Year to Year, as long as both the said Parties shall agree, under the Rent of 35 s. If therefore the said *W. E.* his Heirs, Executors or Administrators do or shall yearly so long Time as the said *W. E.* shall enjoy the said Messuage and Premisses, well and truly pay, or cause to be paid unto the said *N. T.* his Executors or Administrators, as well the said yearly Rent of 35 s. at the Feasts of the Annunciation of the Blessed Virgin *Mary* and St. *Michael* the Archangel by equal Portions; as also to discharge, bear and pay all Quittrents and Taxes issuing out of the said Messuage and Premisses: And also, if the said *W. E.* his Executors, Administrators or Assigns do and shall from Time to Time well and sufficiently repair the said Messuage and Premisses; and at the End of the said Term leave the said Messuage and Premisses sufficiently repaired, unto the said *N. T.* his Heirs or Assigns. And also if the said *W. F.* his Executors or Administrators do or shall within forty Days next ensuing the Date hereof, pay unto the said *N. T.* 22 s. 6 d. for the Rent formerly due unto the said *N. T.* for the said Premisses without Fraud or Delay: Then, &c.

Condition that the Obligor shall convey all his Estate unto the Obligee.

THE Condition of this Obligation is such, That if the said *T. E.* his Heirs, Executors and Administrators upon every Request to be made unto him by the said *H. E.* do and shall by good Conveyances and Assurances in the Law, well and sufficiently to be executed, grant, bargain, sell, convey and assure unto the said *H. E.* his Heirs, Executors and Assigns, all the Lands, Tenements, Goods and Chattels which the said *T. E.* now hath within

within the County of *E.* and all his Estate, Right, Title and Interest therein, as it is agreed on between them in Consideration of a Settlement covenanted to be made by the said *H. E.* unto the said *T. E.* upon his intended Marriage with *T. A.* Then, &c.

A Condition to pay forty Shillings more for a Fine, on Admittance to a Copyhold, if the Lord have not another Fine for Admittance in the same Lands within three Years.

THE Condition of this Obligation is such, That whereas the above named *N. T.* hath this Day admitted the above named *W. O.* Tenant to one Customary Messuage, one Garden and three Acres of Land with the Appurtenances, in the Manor of *N.* for the Fine of 40 s. If therefore the said *W. O.* his Heirs or Assigns, within three Years next coming shall pay unto the said *N. T.* his Executors or Assigns 40 s. more, in case he or they shall not in the mean Time have another Fine for the Admittance of some other to the said Premises, Then, &c.

A Condition to stand to an Award of all Differences, except certain special Matters.

THE Condition of this Obligation is such, That whereas there are now divers Suits, Differences and Demands being and depending between the said *F. H.* and *T. W.* And the said *F. H.* and *T. W.* for the Ending and Determining of all Suits, Differences and Demands now being and depending between them (except the pretended Right, Title and Interest of him the said *T. W.* of and unto the Lands, Tenements and Hereditaments called *D.* lying in the Parishes of *Kirdford*, *Wisborough-Green* and *Petworth*, in the said County of *S.* and

and all Rents, Issues and Profits thereof, and all Suits, Actions and Demands for the same : And also except the Rents, Issues and Profits of the Lands, Tenements and Hereditaments called *D.* lying in *F.* in the County of *S.* due at *Michaelmas* last past or before, and all Suits, Actions and Demands for the same : And also except one Lease made by the said *T. W.* unto the said *F. H.* of the Messuage and Lands called *D.* the aforesaid, and Rents thereupon due, and the Covenants and Agreements therein contained : And except all Legacies, Sum or Sums of Money, and other Duties pretended to be due to the said *T. W.* upon or by Vertue of any last Will and Testament of *A. W.* deceased, Father of the said *T. W.* And also except all Deeds, Writings, Court-Colls and Evidences whatsoever concerning the said *T. W.* or his Estate whatsoever) have mutually agreed to stand to and perform such Award as Sir *H. P.* of the City of *C.* in the said County, Knight, *A. C.* of the said City and County Esquire, *J. K.* of the said City and County Esquire, and *R. S.* of the said County Gent. shall make and declare, of and upon the said Suits, Differences and Demands, (except before excepted:) If therefore the said *T. W.* his Heirs, Executors, Administrators and Assigns, do and shall from Time to Time, and at all Times hereafter, well and truly hold, observe, perform, fulfil and keep such Award, Arbitrament and Judgment, as the said Sir *H. P.* *J. C.* *A. C.* and *R. S.* shall make and declare, of, upon and concerning the said Suits, Differences and Demands, (except before excepted) so as the same Award, Arbitrament and Judgment be made in Writing by the said Arbitrators, at or before the last Day of *February* instant, without Fraud or Delay ; Then, &c.

A Marriage-Bond to give the Wife 50 l. out of the Moveables in case she survive the Husband.

Noverint universi, &c. in centum libris, &c.

THE Condition of this Obligation is such, That whereas there is a Marriage (by God's Permission) shortly to be had and solemnized by and between the above bounden *T. B.* and *M. N.* of, &c. And whereas it is agreed, that if the said intended Marriage take Effect, and the said *M.* survive and outlive him the said *T. B.* that the Heirs, Executors, Administrators or Assigns of the said *T. B.* shall and do pay unto the said *M.* her Executors, Administrators or Assigns, the full Sum of 50 l. of good and lawful Money of this Realm within three Months next after the Decease of him the said *T. B.* in full of all her Thirds, Dower, Right and Title of Dower, of, in and to the personal Estate of the said *T. B.* which shall at any Time die possessed of, and not otherwise. If therefore the Heirs, Executors, Administrators or Assigns of the said *T. B.* shall and do within three Months after the Decease of the said *T. B.* pay, or cause to be paid unto the said *M.* her Executors, Administrators or Assigns the full Sum of 50 l. of good, &c. if the said Marriage take Effect, and the said *M.* happen to outlive him the said *T. B.* and she thereupon giving a Release and full Discharge of, for, in and to the personal Estate of the said *T. B.* to the Executors, Administrators or Assigns of the said *T. B.* according to the true Intent and Meaning of these Presents, That then this Obligation to be void and of none Effect, or else to be and remain in full Force and Vertue.

A Bond

Bond on Marriage, with Condition to permit the Wife to dispose of 50 l. and the Obligor to pay the rest of her Estate to her two Children at full Age.

THE Condition of this Obligation is such,
That whereas there is a Marriage already agreed upon, and (by God's Permission) shortly to be had and solemnized between the above bounden *J. B.* and *S. B.* of *S.* in the County of *S.* Widow, Relict and Administratrix of all and singular the Goods and Chattels which were of *R. B.* late of *S.* aforesaid, Gent. deceased. And whereas it is agreed between the said *J. B.* and *S. B.* That in Consideration of the Sum of 100 *l.* given to the said *J. B.* by the said *S. B.* as her Marriage-Portion; That the said *S. B.* after the said Marriage shall be had between them, shall have Liberty to dispose of 50 *l.* in such Manner as she shall think fit: And that he the said *J. B.* shall dispose all and singular the Goods and Chattels which were of the said *R. B.* deceased, which shall at any time hereafter come to the Hands of the said *J. B.* (except the said Sums of one hundred Pounds, and fifty Pounds, and one third part of the Household-stuff) to the Use and Benefit of *D. B.* and *E. B.* Son and Daughter of the said *R. B.* deceased. If therefore the said *J. B.* his Heirs, Executors or Administrators, do or shall well and truly pay, or cause to be paid, the full Sum of 50 *l.* of lawful Money of *Great Britain*, to such Person and Persons, and to such Use or Uses, and at such Days and Times, and in such Manner and Form as the said *S. B.* shall at any time or times hereafter, by Writing under her Hand and Seal, or otherwise, or by her last Will and Testament in Writing, or by Word of Mouth, direct, limit or appoint the same to be paid. And also, if the said *J. B.* his Heirs, Executors, Administrators, and

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Assigns, do and shall well and truly pay and deliver, or cause to be paid and delivered all and singular the Goods, Chattels, Household-stuff, Money, Plate and other personal Estate whatsoever, which was of the said *R. B.* deceased, at the time of his Death, and now are in the Custody or Possession of the said *S. B.* or which at any time hereafter shall come or be in the Hands, Custody or Possession of the said *J. B.* his Heirs, Executors, Administrators or Assigns (except the said several Sums of One hundred Pounds and Fifty Pounds, and the said third Part of the said Household-stuff before-mentioned, and all such Money as by Law shall be recovered against the said *J. B.* his Executors or Administrators, for the Debts of the said *R. B.* deceased) unto the said *D. B.* and *E. B.* Children of the said *R. B.* deceased, to be equally divided between them the said *D. B.* and *E. B.* at their several and respective Ages of one and twenty Years, or Day of Marriage, which shall first happen. And if either of them the said *D. B.* and *E. B.* happen to dye before his or her Age of One and twenty Years, or Day of Marriage, then all and singular the said Goods, Chattels and Moneys (except before excepted) to be paid unto the Survivor of them the said *D. B.* and *E. B.* at his or her Age of One and twenty Years, or Day of Marriage which shall first happen, as aforesaid; Then, &c.

A Condition that the Obligor shall never sue out Execution upon any Statute or Judgment against the Obligee.

THE Condition of this Obligation is such, That if the above bound *T. W.* his Heirs, Executors, Administrators or Assigns, shall not at any time hereafter sue, implead, prosecute, molest or trouble the above named *T. P.* his Heirs, Executors

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tors or Administrators, nor seise, levy, extend or take his or their Goods, Chattels, Lands, Tenements or Hereditaments, of, for or by Reason of any Judgment or Statute which the said *T. W.* now hath against the said *T. P.* or for or by Reason of any Judgment or Statute which are or is at this present remaining upon Record in any Court of Record, or elsewhere within the Kingdom of *England*, against the said *T. P.* for any Sum or Sums of Money due, or pretended to be due, to the said *T. W.* And also, if the said *T. W.* his Executors or Administrators, shall and do from time to time, and at all times for ever hereafter, save, defend and keep harmless the said *T. P.* his Heirs, Executors and Administrators, and his and their Goods, Chattels, Lands, Tenements and Hereditaments, of and from all Statutes and Judgments, and of and from all and all manner of Executions, Extents, Troubles, Costs, Charges and Damages whatsoever, which shall or may happen to or against the said *T. P.* his Heirs, Executors or Administrators, or any of them, for or by reason of any such Judgment or Statute without Fraud or Delay; Then this Obligation to be void, &c.

A Condition upon an Adventure of Bottom-ree.

THE Condition of this Obligation is such, That if the above bound *L. M.* and *O. R.* their Heirs, Executors and Administrators, or either of them, do or shall pay or cause to be paid to the above named *R. P.* or to his certain Attorney, his Executors, Administrators or Assigns, the Sum of 65 *l.* and 13 *s.* of lawful Money of *Great Britain*, at or before the End of 20 Days next after the first Return and safe Arrival of the Ship *Mary* of *S.* (Burthen 140 Tuns, or thereabouts, Mr. *A. P.* Master for the Time being) for her present intended Voyage from *S.*

aforesaid unto *Virginia*, and from thence back again unto her Port of Delivery in *England*. But if the said Ship by Order or any Contingency shall give over the said Voyage and not proceed thereon; And that if then the said *L. M.* and *O. R.* or either of them, their Executors or Administrators, do and shall repay unto the said *R. P.* his Executors, Administrators, or Assigns, the Sum of 50 *l.* and 10 *s.* Principal Adventure, at or before the End of ten Days next after giving over the said Voyage, as aforesaid; Then, &c.

A Bond with Condition to observe the Orders of an Inn of *Chancery*.

Noverint universi p ptes nos *N. C.*
de Hospitio Sed Clementis Dacorū
in Com Midd Generosum & *J. G.* de eodem
Hospitio Generosum teneri & firmiter obli-
gari *E. G.* Generoso Principali Hospitii
pdice in decem libris bone & legalis Monete
Magne Britannie solvend eidem *E.* aut suo
certo Attozū Executorib' Administratorib'
sive Assignatis suis. Ad quam quidem so-
lutionē bene ac fideliter faciend obligamus
nos & utrumq nostrum ac Heredes Execu-
tores & Administratores nostros & utriusq
nostrum firmiter p ptes sigillis nostris si-
gillat Dat vicesimo quinto die Novembrijs
Anno Regni Domini Georgii Dei Gratia
Magne Britannie Francie & Hibernie Regis
fidei Defensoris &c. secundo Annoq Dom
1715.

The Condition of this Obligation is such, That if the above bounden *N. C.* shall from time to time satisfie and pay unto the Principal of *St. Clements-Inn*

Inn abovesaid, for the time being, all such Sum and Sums of Money as shall be due for Pensions, Commons, Exercises, Esloins, Battles, Castings into Commons, Fines, Amerciaments, and all other Duties whatsoever, conforming himself in all Things to the Orders now made, or hereafter to be made, by the Principal and Antients of the same Society : Then this present Obligation to be void, or else to stand and be in full Force.

A Condition that the Author of a Book shall take (of the Bookseller undertaking to print it) a certain Number at a Price.

THE Condition of this Obligation is such, That whereas the above named *H. Q.* at the Request of the above bounden *T. V.* hath undertaken to cause to be printed a certain Book now in Manuscript, intituled, &c. and to deliver unto the said *T. V.* or his Assigns, 400 of the same Books printed in Sheets on or before the first Day of *November* next ensuing, at the Shop of the said *H. Q.* in *Fleetstreet* : If therefore the said *T. V.* do or shall on or before the first Day of *February* next following well and truly pay or cause to be paid unto the said *H. Q.* 20 *l.* for the Price of the said 400 Books printed ; so as the said *H. Q.* be on the said first Day of *November* at his Shop aforesaid, ready to deliver to the said *T. V.* or his Assigns, the same Books in Sheets as aforesaid, without Fraud or Delay : Then this Obligation to be void, &c.

A Condition not to impeach an Extent.

THE Condition of this Obligation is such, That whereas by Virtue of an Extent upon a Statute of 100 *l.* heretofore acknowledged by

A. B. Esq; unto one *C. D.* the Interest whereof is now assigned and granted to the within named *M. H.* he the said *M. H.* standeth possessed amongst other Lands and Tenements of and in the Manor, &c. with the Appurtenances in the County of *N.* and of divers Lands, Tenements and Hereditaments to the said Manor, &c. belonging or appertaining. And whereas the said *M. H.* by his Indenture of Lease, bearing Date, &c. for the Consideration therein expressed, hath demised and granted to the within bounden *R. S.* and one *H. L.* the said Manor, &c. and the Premises thereunto belonging, for the Term of, &c. from the Feast-Day of *St. Michael* last past, if the said Extent should so long continue in Force, at and under the Yearly Rent of 1000 *l.* as in and by the said Indenture, Relation being thereto had may further appear. If therefore at any time or times hereafter, during the Term or Time mentioned, limited or contained in and by the same Indenture, neither the said *R. S.* his Executors, &c. do not or shall not do, make or cause to be done or consented unto, or wittingly and willingly suffer to be done any Act, Matter or Thing, whereby the Interest, Possession, or Benefit of or by the said Extent, Statute, or Execution thereupon had or to be had, shall or may be overthrown, extinguished, defeated, determined, evicted, prejudiced or impeached; That then, &c.

A Condition that E. D. shall not set up a Smith's Shop within two Miles, &c.

THE Condition of this Obligation is such, That whereas the above bounden *W. B.* hath by Indenture of Lease let and set unto the above named *R. O.* one Messuage or Tenement with a Smith's Shop, Barn, Buildings, Lands and Premises

misses lying and being in *H.* within the said Parish of *C.* in the said County of *S.* for the Term of 14 Years, at and under the yearly Rent of 8 *l.* *per Annum*, with several Covenants, Clauses and Agreements in the said recited Indenture mentioned, as in and by the said recited Indenture, Reference thereunto being had, more plainly may appear. And whereas the said *W. B.* having for some Years last past used, occupied, driven on and followed the Art, Trade, Mystery or Occupation of a Blacksmith in the said Smith's Shop, but now hath desisted, left off, and turned over the said Trade to the said *R. O.* And therefore and thereupon it is agreed between the said Parties, that the said *W. B.* shall not set up, use, follow, assist, or carry on the said Trade of a Blacksmith within two Miles of *H.* where the said Smith's Shop now stands, unless it be at the Town of *R.* within the Parish of *S.* in the said County of *S.* for his own proper Use and not otherwise. If therefore the said *W.* do not and shall not at any time or times during the said Term of fourteen Years, set up, follow, use, assist, or occupy the Art, Trade, Mystery or Occupation of a Blacksmith at any Place within two Miles of *H.* in the said Parish of *E.* unless it be at the said Town of *R.* for his own proper Use, as aforesaid, and not otherwise; That then, &c.

A Condition not to meddle with the Executorship upon an Assignment thereof.

THE Condition of this Obligation is such, That whereas the above bounden *T. T.* hath assigned and committed all his Right of Executorship of the last Will and Testament of Sir *J. J.* late of, &c. deceased, unto the within named *R. B.* and hath fully for his Part authorized, licenced, ap-

pointed and assigned the said *R. R.* to do all and every Thing and Things by himself and his Assigns concerning the Execution of the said last Will and Testament: Therefore if the said *T. T.* shall not intermeddle with the said Executorship or the Administration of any part of the Goods and Chattels, Money, Debts or Plate of the said Testator without Consent of the said *R. B.* his Heirs or Executors, but shall from time to time, and at all times hereafter, permit and suffer the said *R. B.* his Executors, Administrators and Assigns, to administer all such Goods, Chattels, Money, Plate, Rights, Credits, Debts and Dues as at the Day of the making hereof shall be in the Custody of the said *R. B.* to be administered or in the Hands or Possession of any other Person or Persons, except such Goods, Chattels, Rights, Credits, Money and Plate as are now in the Custody or Possession of the said *T. T.* of the said Testator's, which is or are to be administered, as shall be thought good by the said *R. B.* And further if the said *T. T.* his Heirs, Executors, Administrators or Assigns do not discharge any Debts, Dues or Duties of the said Testator's, without the Consent of the said *R. B.* his Executors or Administrators, nor any Action or Suit which the said *R. B.* or his Executors shall justly attempt and bring against any Person or Persons to or for the Recovery of any of the Debts, Goods and Chattels of the said Testator: That then. &c. or else, &c.

A Condition to marry one by a Day, or else to pay a Sum of Money.

THE Condition of, &c. That if the above bounden *A. B.* do on or before, &c. lawfully espouse, marry and take to Wife one *E. K.* the Daugh-

Daughter of, &c. if the said *E.* will thereunto assent and agree, and the Laws of this Realm permit and suffer the same; but in Case it shall happen that the said *E. K.* or the said *R. B.* to dye or decease before such Marriage had, and solemnized, as aforesaid, then if the said *R. B.* his Heirs, Executors, Administrators and Assigns, do well and truly pay, or cause to be paid unto the said *E. K.* her Executors, Administrators or Assigns, the Sum of, &c. within three Months after the Death or Decease of the said *E. K.* or the said *R. B.* as aforesaid. That then this present Obligation to be void, &c.

A Condition to redeem a Pawn by a Day or lose it.

THE Condition, &c. whereas the within named *R. B.* hath received of the within bounden *D. E.* two Pieces of purple-colour'd Velvet, &c. safely to be kept with the said *R. B.* for Security and Assurance of the said Sum of 50 *l.* due to the said *R. B.* If therefore the said *D. E.* his Executors or Administrators do well and truly pay, or cause to be paid, unto the said *R. B.* his Heirs, Executors, or Assigns, the Sum of 50 *l.* for the redeeming of the said Velvet, &c. at or upon the Feast-Day of, &c. next ensuing the Date hereof; or for Default of such Payment of the said Sum of 50 *l.* at the Time aforesaid, limited for the Payment thereof, if the said *D. E.* his Executors and Administrators do and shall suffer the said *R. B.* his Executors and Administrators peaceably to enjoy to his and their own Uses the same Velvet, &c. for and in Lieu of the said Debt; That then, &c.

A Condition for Payment of Money to Orphans.

THE Condition, &c. That if the within bound-
 en R. B. his Executors, Administrators or As-
 signs, or any of them, shall and do well and truly
 pay, or cause to be paid unto Q. D. one of the Sons
 of E. D. late Citizen and Grocer of L. deceased,
 the Sum of 200 L. at such Time and when as soon as
 he the said Q. D. shall accomplish and be of the full
 Age of 21 Years, or be married, which shall first
 happen; and also unto G. D. one other of the Sons
 of E. D. the like Sum of 200 L. at such Time, and
 when as soon as he the said G. D. shall accomplish
 and come to the full Age of twenty one Years, or
 be married, which shall first happen. And if it for-
 tune any of the said Children to die or decease
 before he, she, or they, shall accomplish the said
 several Ages before mentioned, and in the mean Time
 be not married; Then if the said R. B. his Execu-
 tors, Administrators or Assigns, or any of them,
 shall and do well and truly pay, or cause to be paid,
 the said Part or Portion of him, her or them so
 deceasing, equally to and amongst the others sur-
 viving at the several Ages aforesaid, or Days of
 Marriage, which shall first happen, as aforesaid; That
 then, &c.

*A Condition in case of Divorce or Separation where the
 Man's and Wife's Friends are mutually bound for
 their not intermeddling one with another.*

THE Condition of this Obligation is such,
 That whereas there is, or with as much Ex-
 pedition as may be, there shall be, by Sentence de-
 finitive, a Divorce or Separation passed and had
 between the within named R. P. and J. now his
 Wife by both their Assents, if therefore the said J.
 doth

doth from Time to Time, and at all Times hereafter, quietly permit and suffer the said *R. P.* to live, continue, remain and be frank and free from and against the said *J.* at and according to his own Will, Liberty, Discretion and Pleasure, and that in such Place and Places, and with and in the Company of such Person and Persons as he the said *R. P.* shall think most meet and convenient, without Cohabitation, Intermeddling, Molestation or Contradiction of the said *J.* or any other by her Assent, Means or Procurement. And if also the said *J.* or any other Person or Persons by her Assent, Means or Procurement do not at any Time hereafter neither in Word nor Deed, nor by any other Way or Means whatsoever, either directly or indirectly disquiet, molest, vex, defame, hurt or trouble the said *R. P.* nor challenge nor make any Title, Claim, Intermeddling or Demand to or for the said *R.* or to or for any such Goods, Implements, Household-stuff, or any other Thing whatsoever, that he the said *R.* or any other for him, or to his Use, at any Time hereafter shall have or be in Possession of; † neither ask, demand, or recover of or against the said *P. P.* his Executors or Administrators, any Manner of Alimony, Allowance, or other Thing whatsoever, for, or towards the Diet, Meat, Drink, Apparel, Sustenance, or Lodging of the said *J.* That then, &c.

Memorandum, The last Clause from the Mark † is to be left out in the Man's Obligation made to the Woman's Friends.

A Condition that a Woman divorced shall not make Claim to her Husband's Lands or Goods.

THE Condition, &c. Whereas Variance and Debate hath heretofore arisen and been depending between the above named *G. O.* and the above bound *K. L.* and of late some Suit or Proceedings have been before the Reverend Father in Good *W.* Lord Bishop of *D.* or his Surrogate, &c. for and concerning a supposed Marriage between the said *G. O.* and *K. L.* heretofore had. And whereas also the same Variance by a Sentence given in due Form of the Ecclesiastical Laws of this Realm by and before the Lord Bishop is now decided: And the said *G. O.* and *K. L.* are thereby divorced and separated in such orderly Manner as by the said Ecclesiastical Laws is directed. And whereas also the said *G. O.* in Consideration of such Divorce and End of the said Debate, hath as well entred into a Bond to the above bounden *E. F.* for the Use of the said *K. L.* for the Payment of, &c. yearly by quarterly Payments for her Preferment and Maintenance. And also the said *K. L.* hath sealed and delivered unto the said *G. O.* a general Acquittance and Release of all Debts, Duties, Claims, Rights, Joyntures, Dowers and Demands which she hath, may, might, or ought to have, claim or demand of, by, from, or to the said *G. O.* or by the Death of the said *G. O.* as by the said Bond and Release more plainly may appear: If therefore the said *K. L.* by her self, or by any other Person or Persons for her, or by her Consent, Act, Deed, or Procurement, do not molest, vex, sue, implead, or cause to be vexed, sued, impleaded, troubled or otherwise disquieted, or put to Charges the said *G. O.* his Heirs, Executors or Administrators, at any Time or Times hereafter for any Maintenance
of

of Living, Joynture, Dower, Meat, Drink, Cloathing, nor for any Lands, Tenements, Hereditaments, Goods or Chattels of the said *G. O.* nor for any Part or Parcel thereof, nor whereof the said *G. O.* at any Time hereafter shall be seized or possessed, or any other Person or Persons to the Use of the said *G. O.* nor any Part or Parcel thereof, nor for any other Cause, Trespass, Contract, Demand or Matter whatsoever, from the Beginning of the World until the Day of the Date hereof, except by Reason of the said Bond so entred into to the said *E. F.* as aforesaid. And also if the said *K. L.* at any Time or Times hereafter, do not challenge, claim or demand, nor cause to be challenged, claimed or demanded of the said *G. O.* his Heirs, Executors, or Administrators, any Debt, Account, Duty, Maintenance, Joynture, Dower, Contract of Marriage, or Solemnization thereof, or any other Thing or Things, or other Demands whatsoever as Wife, or to be Wife of the said *G. O.* nor as to him to have been espoused or contracted. And also if the said *K. L.* from Time to Time, and at all Times hereafter, upon the reasonable Request, Cost and Charges in the Law of the said *G. O.* his Heirs or Assigns, shall acknowledge, seal, deliver and execute unto the said *G. O.* his Heirs and Assigns, all and every such further and other lawful and reasonable Act and Acts, Assurance and Assurances, Writings, Sentences and Decrees, Deeds and Devises whatsoever, as well Spiritual as Temporal, for the full Separation and Dissolution of all Contracts of Marriages; and also clearly and fully discharge the said *G. O.* his Heirs, Executors and Administrators, off for, and from all other Claims, Titles, Debts, Duties and Demands whatsoever, by her or by any other Person or Persons by her Appointment, Act, Deed or Procurement, at any Time hereafter to be contracted, asked, challenged, claimed,

claimed, entituled or demanded of the said G. O. his Heirs, Executors, Administrators or Assigns, as Wife to the said G. O. or as to him contracted or espoused, or for any other Cause, Matter, or Thing whatsoever, from the Beginning of the World until the Day of the Date of these Presents; and of and from all Dowers and Joyntures, and Titles of Dower and Joynture, by Reason of the Death of the said G. O. as shall be reasonably devised, advised, tender'd or required by the said G. O. his Heirs, Executors or Assigns, or by his or their Counsel learned in the Law; That then this Obligation to be void, &c.

A Condition that a Feme-Covert will levy a Fine at her Age of Twenty one Years.

WHEREAS the said L. K. and M. G. Daughter of the said E. F. in and by their Deed indented under their Hands and Seal, bearing even Date with these Presents, and made between the L. K. and M. G. of the one Part, and the above named E. F. of the other Part, for the Considerations therein mentioned, did according to the Custom of Gavelkind grant, bargain, sell, alien and confirm unto the said E. F. and his Heirs, *All that (as in the Deed, &c.)* as by the same Deed may appear. And whereas the said M. G. was not of Age to acknowledge the same to bar her Right, Title and Interest to the said Premisses, but will attain her Age of 21 Years in *June* next, nor is she capable of entring into any Covenants upon the Conveyance of the said Premisses. Now the Condition of this Obligation is such, That if the said M. G. and all other Persons interested in the said Premisses, shall and will when the said M. G. shall have attained her said Age of 21 Years, (or thus) That the said L. K. and M. his Wife, or the Survivor of them,

them, shall and do before the End of *Trinity* Term next ensuing the Date hereof, (if the said *M. G.* shall so long live) well and sufficiently, fully, freely and absolutely, and in due Course and Form of Law by Deed and Fine grant, convey and assure all that the aforesaid, &c. unto the said *E. F.* his Heirs and Assigns, or ever, together with all other the Lands, Tenements and Hereditaments to him and them granted or mentioned to be granted by the said *L. K.* in and by the said recited Indenture. And also that the said *E. F.* shall and do at all Times hereafter, until such Time as the said Fine shall be levied and acknowledged, as aforesaid, and the Deeds thereupon made and executed, as aforesaid, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuages, Lands, Tenements and Hereditaments without the Eviction, Entry, Disturbance or Interruption of the said *M. G.* the Wife of the said *L. K.* That then, &c.

L. K.

C. D.

A Condition that a Churchwarden shall give an Accompt.

THE Condition, &c. is, That whereas the above named *T. B.* together with the other Parishioners of the Parish of, &c. have before the Date within written, of one Assent, Consent, and Agreement, elected and chosen the within named *E. F.* to be Churchwarden of the said Parish for one whole Year now next ensuing, to receive and pay all such Sum and Sums of Money and other Things, as in any wise shall or may concern the said Church of, &c. or belong to the Poor of the said Parish, and to have the Oversight and Ordering of all such Business as belongeth to a Churchwarden; If therefore the said *E. F.* do at all Times, during his Continuance in the said Office of Church-

Churchwarden, keep a true, just and perfect Accompt in Writing of the Receipts and Payments of all such Sums of Money and other Things whatsoever, as shall in the mean Time come into his Hands, Charge or Custody, in the Right of the said Church or Poor of the said Parish. And do not in the mean Time lay out or expend, upon any Occasion whatsoever, for any other particular Business, above the Sum of 40 s. without the Consent of the said T. B. and some other of the Parishioners of the said Parish whom the said T. B. shall appoint to consider thereof. And further if the said E. F. his, &c. after the End of one whole Year now next ensuing, upon Demand of the said T. B. and other the Parishioners of the said Parish, do make and deliver up to such Auditors, as for the same Purpose shall be appointed, a true, just, and perfect Accompt of the Receipts and Payments of all such Sums of Money and other Things as shall come to his Hands, as aforesaid; and upon such Accompt made and delivered up, as aforesaid, do well and truly pay and deliver unto the said Auditors, or to such other Persons as shall be appointed in that Behalf, all such Sum and Sums of Money and other Things whatsoever, as then shall remain in his Hands upon the Foot of his said Accompt, and be in his Charge and Custody in the Right of the said Church at the Time of such Accompt delivered up, That then this Obligation shall be void, &c.

A Condition with the usual Covenants for the better Assurance of Lands mortgaged.

THE Condition, &c. is, That whereas the above bounden S. S. hath by his Deed indented, bearing Date, &c. for and in Consideration of a certain Sum of Money in the said Deed

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specified, given, granted and confirmed unto the above named *T. B.* his Heirs and assigns, three Parcels of Land and Meadow in the said Deed indented mentioned, whereof the one is called, &c. containing in all by Estimation, &c. or thereabouts, with a Proviso or Condition in the said Deed indented contained, That if the said *S. S.* his Heirs, Executors or Assigns, do pay unto the said *T. B.* his Executors or Assigns, the Sum of, &c. at a certain Day and Place in the said Deed indented, specified, That then the said Deed indented, and Seisin thereupon delivered, shall be void, as in and by the said Deed indented at large appeareth; If therefore the abovesaid *T. B.* his Heirs or Assigns, shall or may from time to time, and at all times hereafter, peaceably, quietly and lawfully have, hold and enjoy the said three Parcels of Land, and all and singular their Appurtenances, according unto the Purport and Intent of the said Deed indented; And further if the above bounden *S. S.* his Heirs, &c. shall happen to make Default in Payment of the said Sum of, &c. or of any Part thereof, at the Day and Place in the said Deed indented limited for the Payment thereof: Then if the abovesaid *S. S.* his Heirs, &c. and every other Person and Persons, any Right, Interest or Thing, having, or lawfully claiming to have in, to, or out of, the said three Parcels of Land, or any Part or Parcel thereof, shall or will from time to time, and at all times hereafter, during the Space of, &c. next after Default in Payment to be made, upon reasonable Request, and at the Costs and Charges in the Law of the said *T. B.* his Heirs, &c. acknowledge, make, do, execute and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the further Assurance,

better Surety, surer making, and absolute conveying of the said three Parcels of Land with the Appurtenances, and of every Part and Parcel thereof, unto the said T. B. his Heirs and Assigns for ever, as by the said T. B. his Heirs or Assigns, or by his or their learned Counsel in the Law shall be reasonably devised or advised, be it by Fine, Feoffment, Recovery or otherwise; That then, &c. or else, &c.

A Condition for the enjoying of Lands mortgaged, according to the Purport of the Deed, containing also the Effect of divers necessary Covenants.

THE Condition, &c. That whereas the above bounden T. M. hath by his Deed indented, bearing Date, &c. enfeoffed the above named J. G. of and in all that Messuage or Tenement, with the Appurtenances in B. &c. of one Barn, &c. to be had and holden unto the said J. G. his Heirs and Assigns for ever, under a certain Proviso or Condition in the said Deed indented, contained, for the Payment of, &c. unto the said J. G. &c. at a certain Time and Place in the Condition of the said Deed indented mentioned, as in and by the said recited Indenture more at large it doth and may appear. If therefore the said J. G. his Heirs and Assigns, and every of them, shall and lawfully may from time to time, and at all times hereafter, peaceably, &c. have, hold, &c. the said Messuages, &c. and all and singular other the Premises, before by the said recited Deed indented mentioned to be aliened, granted, or confirmed, with all and singular their Appurtenances, without any lawful Ejection or Disturbance of the said T. M. his Heirs or Assigns, or of any other Person or Persons by his or their Assent, Means, &c. according unto the true Meaning of the said Deed indented. And the said

Messuage, &c. and all and singular other the Premises, at the Time of the Ensealing and Delivery of the said Deed indented, and of Seisin thereupon, were, and so from time to time, and at all times hereafter, shall continue and be unto the said J. G. his Heirs and Assigns, clearly discharged, or by the said T. M. his Heirs and Assigns, sufficiently saved harmless and indemnified of and from all Estates, Alienations, &c. and Incumbrances whatsoever, had, made, done, executed or committed by the said T. M. his Heirs or Assigns, other than such Estates and Incumbrances as have been made, or executed, in or by the said recited Deed indented, and other than the Rents and Services from henceforth to accrue due and payable for the Premises to the chief Lord, or Lords, of the Fee or Fees thereof. And further if it shall happen at any time or times hereafter, that the said J. G. his Heirs, Executors, Administrators or Assigns, or any of them, shall be lawfully evicted, expelled, or put out of all or any Part of the said Messuage, &c. by any Person or Persons whatsoever, or that the same or any Part thereof shall be lawfully recovered from the said J. G. his Heirs or Assigns, by any Person or Persons other than by Means or Reason of the said Proviso in the said recited Deed indented, contained: That then if the said T. M. his Heirs, &c. or any of them, do well and truly content and pay, or cause to be well and truly contented, &c. unto the said J. G. his Heirs, &c. the Sum of, &c. and so after the Rate of every Acre of the said Premises, so, as aforesaid, to be evicted or recovered from the said J. G. his Heirs or Assigns within, &c. next after such Notice given of such Eviction, Expulsion, or Recovery by the said J. G. his Heirs or Assigns, or any of them. And further, if Default of Payment of the said, &c. mentioned in the said Proviso of the said Deed indented shall happen to be

made contrary to the Purport of the said Proviso, That then if the said *T. M.* his Heirs, Executors, Administrators and Assigns, and all and every other Person and Persons whatsoever, any Estate, Interest or Thing in the said Messuage, &c. or any Part thereof, having, or lawfully claiming to have, by, from, or under the said *T. M.* his Heirs or Assigns, shall and will from time to time, and at all times from and after such Default in Payment, during the Space of, &c. then next ensuing, upon reasonable Requests and at the Costs and Charges in the Law of the said *J. G.* his Heirs or Assigns, make, acknowledge, do, execute and suffer all and every such further Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the further Assurance of, &c. and all other the Premises according to the Purport of the said Deed, be it by Fine, Feoffment, &c. or otherwise, or by any other lawful or reasonable Assurance, or Conveyance in the Law, which by his or their learned Counsel in the Law shall be reasonably devised, or advised, and required, And furthermore, that the said *T. M.* his Heirs or Assigns shall or will within, &c. next after such Default in Payment, well and truly deliver, or cause to be delivered, unto the said *J. G.* his Heirs or Assigns, all and singular the Deeds, &c. concerning the said Premises which the said *T. M.* or any to his Use, or by his Delivery, now hath, or which he the said *T. M.* his Heirs or Assigns, or any other, by his or their Delivery, or to his or their Use, then shall have, concerning the said Premises; That then, &c.

Vide post Title Covenants.

Cer-

Certificates, &c.

A Certificate for a Common Inn-keeper.

WE whose Names are hereunto subscribed, all of us Inhabitants of the Parish of *M.* in the County of *S.* do certifie, that the House wherein *J. M.* now dwelleth, situate and being in the Town of *M.* aforesaid, is and hath been for a long time last past reputed a common Inn for the entertaining of Guests, Travellers and Strangers; and that the said House is a convenient House for that purpose; and we do verily believe and adjudge, that the said *J. M.* is a Person very fit for that Employment, and that he will be very careful, so far as he is able, to prevent Disorders which usually happen in such common Inns, &c. Dated this tenth Day of January, 1715-16.

Note, This Certificate is to be signed by the Officers and the Inhabitants of the Parish.

A Certificate for removing any Person out of one Parish into another.

To the Church-Wardens and Overseers of the Poor of the Parish of B. in the County of S.

WHEREAS *T. L.* and *M.* his Wife, and two Children, called by the Name of *J. L.* and *T. L.* are Inhabitants of the Parish of *B.* in the said County of *S.* and are now residing and living in the aforesaid Parish of *B.* as Inhabitants there, Now know ye, that we the Minister, Church-Wardens, Overseers, and other the Inhabitants of *B.* aforesaid, whose Names are hereunder subscribed, do certifie by these Presents, that the said *T. L.* and *M.* his Wife, and his said two Children, are Inha-

bitants of B. aforesaid, and that we shall and will receive them as Inhabitants of the same Parish of B. aforesaid, whenever they shall be remitted hither Witness our Hands and Seals the 20th Day of February, Anno Domini 1715-16.

A Certificate to have an Assessment (when every Man hath worked Six Day at the Highways) to prevent an Indictment thereon.

WE, whose Names are hereunto subscribed, Inhabitants of the Parish of S. in the County of S. do hereby certifie, that we and all other the Inhabitants of the said Parish of S. (who by Law are obliged to work) have worked and laboured in the Highways, within the said Parish every one his six Days, as by Law we and they are directed to work, and do find thereby that the Highways lying within the said Parish will not be sufficiently amended and repaired to prevent Indictments thereon, and particularly the Highway leading from Northbridge Street to Hurst Green within the said Parish of S. without the Assistance of the Court of Sessions, by an Assessment or Rate to be made within the said Parish of S. upon Persons usually rated to the Poor, as the Act of Parliament in that Case made doth direct, and therefore humbly desire your Worships to give and grant unto the Surveyor or Surveyors, or unto such Person or Persons of the said Parish as your Worships shall think fit, such Order and Direction for the rating, taxing, collecting and receiving of the Inhabitants of the said Parish of S. for and towards the repairing of the said Highways within the said Parish of S. as your Worships shall think fit and convenient. Witness, &c.

A Cert

A Certificate that the Highways are in good Repair.

Sussex **W**HEREAS the Inhabitants of the Parish of *B.* in, &c. stands indicted at *Easter-Sessions* in the 13th Year of the late Queen *Anne*, &c. for not repairing the Highway leading from, &c. to, &c. in the said Parish of *B.* and also for not repairing of a Wooden Bridge lying and being in *C. street* in the said Parish of *B.* We whose Names are hereunto subscribed, two of his Majesties Justices of the Peace for the said County of *S.* having viewed the Highways and Bridge above mentioned, do hereby certify that the same are very well and sufficiently repaired and amended. Dated the second Day of *April* in the first Year of the Reign of our Sovereign Lord King *George*, *Annoq;* *Dom.* 1716.

Note, This Certificate is to be produced at the Sessions after such Amendment.

H. M.
J. F.

A Certificate or Testimonial of a Marriage.

TO all to whom these Presents shall come, *J. P.* Clerk, Vicar, (Curate or Rector) of the Parish Church of *St. D. London*, sendeth Greeting. Know ye, That I the said *J. P.* by Virtue of an Authority made and granted in this Behalf by the Right Reverend Father in God *W.* by the Divine Providence Archbishop of *C.* Primate and Metropolitan of *England*, did marry according to the publick Liturgy of this Realm this present last Day of *D. Anno Dom.* 1715. and in the second Year of the Reign of our Sovereign Lord King *George*, &c. *T. C.* of the City of *C.* Gent. and *E. M.* Daughter

of G. M. of L. in the County of C. Gent. deceased,
in the said Parish Church of St. D. in L. aforesaid.
In Witness whereof, &c.

A Certificate of a Conviction for Swearing.

Sussex ss. **I** R. K. Esq; one of his Majesties Justices
of the Peace in and for the said County
of S. do hereby certifie to the Clerk of the
Peace of the said County of S. that the Persons
whose Names are hereunto subscribed were since the
last Sessions convicted before me for swearing one
prophane Oath a-piece, Given under my Hand
and Seal this Day of, &c.

A Certificate of a Man's Honesty.

Sussex ss. **W** E, R. C. Minister of the Word of
God in the Parish of B. in the said
County of S. C. R. of C. aforesaid, Constable of
the Hundred of B. R. B. and N. D. Church-War-
dens of the said Parish, &c. B. A. D. A. E. A. and
A. E. of the said Parish, and most of us Freeholders
within the same, do hereby certifie to all whom it
may concern, That F. R. one of the Inhabitants of
the said Parish of C. is, and by the Space of five
Years last past hath been a Householder within the
said Parish, and by all that Time hath behaved him-
self and lived in good Sort and reputed a Man of
honest Conversation, and hath paid according to
his Degree all Manner of Taxes and Assessments,
as other the Inhabitants of the said Parish have done.
In witness whereof we have hereunto set our Hands
the tenth Day of December. Anno Dom. 1715.

[A Cer.]

A Certificate of the Payment of a Sum of Money according to a Proviso of Revocation.

TO all to whom these Presents shall come, and especially to *R. S.* of *R. E. S.* *H. S.* and *A. B.* of *T.* in the County of *R.* Esq; and *J. Q.* of *R.* Gent. as also *T. S.* Son and Heir apparent of *H.* lately deceased, and to all and every other Person and Persons whatsoever, we *T. S.* of *S.* in the County of *L.* Esq; and *R. L.* of *S.* aforesaid Gent. send Greeting. Know ye, That we the said *T. S.* and *R. L.* Parties to these Presents, have published, testified and witnessed, and by these Presents do publish, testify and witness by this our Writing under our Hands and Seals, That we and either of us were present within the Parish-Church of *O.* in and upon the Feast-Day of *St. John Baptist* now last past, at which Time and Place *H. S.* of *S.* Esq; did tender and pay unto *H. S.* of *A.* Esq; the full Sum of 100 *l.* of good and lawful Money of *Great Britain*, at or upon the Font-Stone standing within the said Parish-Church of *O.* within the said County of *L.* with Intent and Purpose to reduce and revest the Inheritance of certain Lands and Tenements unto him and his Heirs, according to one Proviso contained and specified in one Pair of Indentures bearing Date in or upon the 26th Day of *A.* in the twelfth Year of the Reign of her late Majesty *Anne*, Queen of *Great Britain*, &c. In Witness of which Payment and Receipt by the said *H. S.* then and there accordingly made and done, we have hereunto subscribed and set our Hands and Seals the 29th Day of *J.* in the second Year of the Reign of our Sovereign Lord, *George*, &c.

*A Certificate, or Testimonial, and Licence for such as
have suffered Shipwrack.*

*To all Constables, Headboroughs, Tythingmen, Church-
wardens, &c.*

Sussex **R**. *G. of W. in the said County of S.*
R. Esq; one of his Majesties Justices of
Peace in and for the County aforesaid, doth hereby
certify, That forasmuch as the Bearer hereof, *L. M.*
aged about twenty four Years, having lately been at
Sea in a Ship called the, &c. and hath suffered Ship-
wrack, and got to Land at *D.* in the said County of
S. upon the third Day of, &c. last past, as I am cre-
dibly informed, as well by the Oath of the said *L. M.*
as also by the Testimony of divers of the Inhabitants
of *S.* aforesaid: And for that the said *L. M.* hath not
wherewithal to relieve himself in his Travel home-
wards to *K.* in the County of *H.* where he saith he
was born, or hath a Dwelling, &c. These are there-
fore to pray you and every of you, to whom these
Presents shall come, not to molest or trouble the said
L. M. in his Travel to *K.* aforesaid, where he is li-
mited to be within, &c. Days next after the Date
hereof, but desiring you rather to relieve him in his
Necessity, as to you shall seem meet; and withal you
the Constables of every Town, where he shall come,
to help him with Lodging in convenient Time, so
that he travelleth the direct way to *K.* aforesaid, not
doing any Thing contrary to the Laws and Statutes
of this Realm. In witness, &c.

Ger-

A Certificate or charitable Request made by Justices of the Peace for Relief of a Person, who had lately been ruined by Fire.

WE whose Names are hereunto subscribed, his Majesty's Justices of the Peace of the County of S. having received credible Information on Oath that R. L. of the Parish of K. in the County aforesaid, Yeoman, upon the _____ Day of _____ last past, by a sudden Fire happening in his Dwelling-house in the said Parish, had his Goods to the Value of 50*l.* suddenly burnt and consumed, to the utter undoing of him, his Wife and Children, unless he be relieved by the Charity of well-disposed People; We therefore taking the said Loss into Consideration, and much commiserating the same, do upon the aforesaid humble Petition of the said R. L. so far forth as lawfully we may, earnestly recommend his sad Condition to the charitable Consideration and Benevolence of all well disposed People inhabiting within the Parish aforesaid, desiring them to contribute what God shall move their Hearts unto, towards his Help and Relief therein: And also we recommend and desire the Minister and Churchwardens of the Parish aforesaid to promote the said charitable Work: Given under our Hands and Seals this _____ Day of, &c.

A Certificate and Testimonial from Justices of the Peace for divers Poor Men that have had Loss by Fire.

TO all Christian People to whom this present Writing or Testimonial shall come to be seen, heard or read, A. B. C. D. and E. F. Esqs; Three of his Majesty's Justices of the Peace within the said County of S. send Greeting. Whereas it is both godly and consonant to Christian Charity in Matters doubtful

ful and ambiguous to certify and report the Truth, we have thought it our Duty (upon credible Information and Oath made, and at the earnest Suit and Petition of our loving Neighbours the Bearers or Bringers hereof, G. H. J. K. L. M. &c.) to certify and declare, and hereby to publish unto your common Knowledge, that on the tenth Day of M. last past, between three and four of the Clock in the Morning, by Casualty and great Mischance, as well their several Dwelling-houses to the Number of, &c. and all other Edifices and Buildings to every of their said Dwelling-houses belonging, and also all their Corn, and most of their several Goods and Household-stuff were consumed, wasted and burnt by Fire, to the great Danger of the Bodies of them and their Families, and their exceeding great Loss and Impoverishment. And forasmuch as it is a godly and charitable Deed to further, help and receive such poor, needy, and miserable Persons (being of honest Name, Fame and Conversation) as they who have suffered this great Loss. And for that the Bearers hereof, in Behalf of themselves and their Neighbours, are enforced by Reason of their Losses to seek for Help and Succour for their Relief: And we knowing their Estate to be such, as is premised, and being moved with Commiseration of their sad Estate and Condition, have therefore, as much in us lieth, given Licence unto them, and every of them, to make their Repair from Parish to Parish-Church, and to every Parish-Church and Chapel, Town and Place within the County of S. to ask, receive, and take the charitable Alms and Benevolence of all good and well disposed People towards the Recovery of their said great Losses. And our Request farther is, that you and every of you, to whom they shall repair, do extend your loving Favour and Charity unto them, permitting them without your Denial to execute the Tenour of this our Licence, desiring

siring all Ecclesiastical Persons to whom these distressed Persons shall make their Address in this Behalf, to declare the Tenor hereof to their Parishioners in every of their Parish-Churches and Chapels on every Sunday, or other Festival Days, exhorting them to extend their Charity in this Behalf, and that all those whom it concerns are to aid and assist them in the Collection thereof. In witness, &c.

A Certificate for obtaining a Brief upon a Loss by Fire.

To the Right Honourable William Lord Cowper, Baron of Wingham, Lord High Chancellor of Great Britain.

WE his Majesty's Justices of the Peace of the County of *S.* do hereby certify your Lordship, that at his Majesty's General Court of Quarter-Sessions of the Peace, holden at *R.* in and for the said County of *S.* on *Monday* the ninth of *March* last past, it did then and there appear unto us the said Justices sitting in open Court, as upon the Oaths of *A. B.* and *C. D.* Carpenters, and *D. E.* and *F. G.* Bricklayers, as also upon the Oaths of *G. H.* and *J. K.* two of the most substantial Inhabitants of the Town of *W.* within the said County of *S.* that on *Monday* the 28th Day of *February* last past, between eight and nine of the Clock in the Evening of the same Day, by Casualty and great Mischance, a sudden terrible Fire did break forth at the said Town of *W.* which, by Reason of the Fierceness thereof within the Space of Six Hours, burnt down and consumed the Dwelling-Houses, Barns, Stables, Cow-houses and Out-houses of above one hundred of the Inhabitants of the said Town of *W.* together with their Corn, Hay, and most of their se-

veral Goods, and Household-stuff, to the great Danger and Damage of the Bodies of them and their Families, and to their exceeding Loss and Impoverishment, and that the whole Loss sustained thereby did amount to 3000*l.* and upwards; so that the said Inhabitants with their Families are totally impoverished, and are no Ways able to subsist, but must necessarily perish, unless they shall be timely relieved by the charitable Benevolence of well disposed People. And we do further certifie, that we have taken Bonds of several of the Inhabitants, that no Part of the Money collected shall be applied to the Benefit of any Land-Lords, or other Person of Ability, either in rebuilding his House or otherwise; nor that the said Inhabitants shall assign over the Collections to any other Person or Persons whatsoever. In witness, &c.

A Certificate that one hath not been touched for the Evil.

WE the Minister and Church-Wardens of the Parish of *A.* in the County (City or Town) of *B.* do hereby certifie, That *C. D.* of the said Parish of *A.* aged about Years, is afflicted, as we are credibly informed, with the Disease commonly called the King's Evil, and to the best of our Knowledge hath not heretofore been touch'd by his Majesty for the said Disease. In Testimony whereof we have hereunto set our Hands and Seals this
Day of, &c.

Registered by N. O.

G. H. Minister.
L. M. Church-
J. K. Wardens.

An.

Another Certificate for the same.

WE the Rector and Churchwardens of the Parish of *E.* in the County of *F.* whose Names are hereunto subscribed, do upon good Information certifie, That *E. F.* the Son (or Daughter) of *T. F.* of the Parish aforesaid, hath the Disease or Distemper commonly called the King's Evil, and hath not as yet been touch'd by his Majesty for the same. Given under our Hands and Seals this 14th Day of January, Anno Dom' 1715.

Note, By Order of K. Ch. II. dated January 9. 1683. the Times for touching are from All-Saints Day 'till a Week before Christmas, and after Christmas 'till the first Day of March, and then to cease 'til the Passion-Week; and the Certificate is to be under the Hands and Seals of the Parson, Vicar, or Minister, and of both or one of the Churchwardens where they dwell, or from whence they come, who are to keep a Register thereof.

A Certificate for a Poor Trained Soldier.

THESE are to certifie all whom it may concern, That *T. W.* the Bearer hereof, is a Trained Soldier of the Borough of *S.* for his Majesty's Service appointed under my Command, and therefore not otherwise to be charged or molested, as you will answer the contrary at your Perils. Given under our Hands and Seals at, &c.

A Cer-

A Certificate for an Indigent Officer.

THES E are to certifie, &c. That Lieutenant Colonel R. W. is certified by the Commissioners a Man fitly qualified to receive his Dividend of the 60000 *l*. and the Office-Money given to the Loyal Indigent Officers, and received a Warrant from the Right Honourable the Commissioners, appointed by Act of Parliament, to the Treasurer, to pay him the said Lieutenant Colonel R. W. his Share and Proportion of the 60000 *l*. and Office-Money, being 30 *l*. which is entred in the Book of Warrants and not paid, Money in the Treasury falling short by Reason of great Losses by insolvent Collectors, and other Money that came but lately into the Treasury out of which he is to be paid. This at the Request of the said Lieutenant Colonel R. W. I do certifie this, &c. Day of, &c.

A Certificate from the Collectors of the Poll-Money, &c. That one hath paid the Sum rated on him by Virtue of the Poll-Act.

Kent sh. **W**E, whose Names are hereunto subscribed, being by his Majesty's Commissioners for putting in Execution in the County aforesaid an Act intituled, *An Act for raising Money by Poll and otherwise*, &c. approved and appointed Collectors for the Parish of H. in the County aforesaid, of the Money due to his Majesty, which by Force of the said Act was charged and rated and assessed, on the respective Persons there residing, do hereby certifie, That A. B. Widow, as residing within the said Parish of H. is in and by the Estreat or Assessment made and rated by Force of the said Act, as aforesaid, and to us by his said Majesty's Commissioners delivered and required to collect, rated and

and assessed the Sum of ten Shillings for one hundred Pounds, and one Shilling for her Poll, all which she hath paid unto us the said Collectors. Witness our Hands the second Day of. &c.

A. B.

C. D.

A Certificate from the Commissioners that one hath paid the Sum rated on him by Virtue of the Poll Act.

Kent ss. **W**E, whose Names are hereunder written, his Majesties Commissioners for putting in Execution in the County aforesaid, an Act intituled, *An Act for raising Money by a Poll and otherwise, &c.* Do certifie to all whom it may concern, That *A. B.* Widow, as dwelling and residing within the Parish of *H.* in the said County of *K.* is rated and assessed the Sum of 10 s. for 100 l. for Money, and one Shilling for her Poll, all which she hath paid, as appeareth to us by Certificate given for the same under the Hands of the Collectors of the Rates and Assessments charged upon the Persons there residing by Virtue of the said Act of Parliament. Given under our Hands Seals the second Day of, &c.

A. B.

C. D. &c.

The Oath that A. B. did see the Commissioners seal the said Certificate.

A. B. of, &c. Gent. maketh Oath, That he did see the Commissioners, whose Names are above written, sign and seal the Certificate above mentioned.

Jurat. 12 die Augusti, 1715.
coram me,

L. M.

C c

A Cer-

A Certificate by the Commissioners for the Taxes, that they have abated Part of the Sum assessed, upon Appeal of the Party aggrieved.

Sussex **§.** **W**HEREAS by Virtue of an Act of Parliament, intituled, *An Act for a Grant to his Majesty of Aid, &c. A.B.* Gent. residing within the Precinct (or Division as the Case is) in the said County, by the Assessment charged as well upon the Manors, Lands, Tenements and Hereditaments, within the Limits of the said Precinct or Division, as upon the respective Persons therein residing, for the personal Estates and Offices therein chargeable by the said Act, he is assessed the Sum of, &c. (*name the Sum.*) which being demanded by the Collectors thereof, and the said *A. B.* being aggrieved therewith, hath within the Time limited by the said Act made Complaint unto us his said Majesties Commissioners for putting in Execution in the said County the said Act of Parliament, one of us having signed the said Rate, whereupon we have particularly examined Witnesses, produced by the Party complaining, upon their Oaths touching the Matters aforesaid, and upon due Examination thereof have abated and defalked the said Assessment to the Sum of, &c. And do hereby order, That the last mentioned Sum of, &c. be estreated into the Exchequer accordingly, as by the said Act of Parliament is directed, and all Persons concerned therein are to take Notice thereof Dated the tenth Day of *J.* in the first Year of the Reign of our Sovereign Lord *George, &c. of Great Britain, France and Ireland King, Defender of the Faith, &c. Anno Dom. 1715.*

A Cer-

A Certificate by the Collectors to the Commissioners of one's having paid the Sum rated upon him in their Precinct.

Suffex ff. **W**E, whose Names are hereunder written, being by his Majesties Commissioners for putting in Execution an Act of this present Parliament, intituled, *An Act for a Grant to his Majesty of an Aid of 12 d. in the Pound, &c.* appointed Collectors of the Monies due to his Majesty, which by Force of the said Act were charged, rated and assessed, as well upon the Rents and Profits of the Manors, Tenements, Hereditaments, and other Things within the Limits of the Precinct or Division (*as the Case is,*) of *H.* in the County aforesaid, chargeable by the said Act, as upon the respective Persons residing within the same Precinct or Division, for and in respect of their personal Estate and Offices thereby also chargeable, do hereby certifie that *A. B. Gent.* residing within the Precinct or Division aforesaid, is in and by the said Assessment rated and assessed upon the said Precinct or Division, and to us by his said Majesties Commissioners delivered, and required to collect for (*as in the Collector's Books*) the Sum of, *&c.* (*name the Sum*) all which he hath paid unto us the said Collectors. Witness our Hands and Seals the first Day of *O. &c.*

The Commissioners Certificate thereupon.

Suffex ff. **T**HESE are to certifie all whom it may concern, that *A. B. Gent.* as residing and dwelling within the Precinct or Division of *H.* in the County aforesaid, is rated and assessed for, *&c.* (*as in the Collector's Book*) the Sum of (*name the Sum.*) all which he hath paid, as appeareth

To us his Majesties Commissioners for putting in Execution within the said County an Act of this present Parliament, intituled, *An Act for a Grant to his Majesty of an Aid of 12 d. in the Pound, &c.* by Certificate under the Hand of the Collectors of the Rates and Assessments, charged as well upon the Rents and Profits of the Manors, Messuages, Lands, Tenements and Hereditaments within the Limits of the said (*Precinct or Division*) as upon the respective Persons therein residing, for their personal Estate or Offices therein chargeable by the said Act. Given under our Hands and Seals the first Day of N. in the first Year, &c.

A Certificate into the Exchequer, where neither the Person nor any Distress can be found, for levying the Tax on his Office, according to the Act of 4 s. per Pound, 4 W. & M.

To the Right Honourable R. H. Esq; Chancellor. and Under-Treasurer of their Majesties Court of Exchequer, Sir R. A. Knight of the Bath, Lord Chief Baron of the said Court, and to the rest of the Barons there.

Sussex ss. **W** E, R. F. and J. M. Esquires, and N. K. T. W. W. W. R. T. G. O. and F. P. eight of the Commissioners for putting in Execution within the said County of S. an Act of Parliament made in the fourth Year of their now Majesties Reign, intituled, *An Act for Granting an Aid of 4 s. in the Pound for one Year, for carrying on a Vigorous War against France*; do hereby certifie unto your Lordships, That in pursuance of the said Act we do appoint N. F. R. G. T. S. T. N. R. F. D. D. E. K. and N. A. to be Assessors (within the City of C. in the said County of S.) of all
I and

and every the Rates and Duties by the said Act imposed; which said Assessors on the 28th Day of February, in the Year of our Lord, 692, did make and return unto us a Rate and Assessment wherein was certified, that *F. H.* of the City of *C.* aforesaid, Doctor in Divinity, did then hold a publick Office and Employment of Residentiary, and one of the Managers of the Revenue belonging to the Cathedral Church of *C.* aforesaid, By the Fees and Profits of which Office he received yearly 100 *l.* the Rate whereof, according to the said Act, did amount unto 5 *l.* for the fourth Part and first Quarterly Payment in the said Act expressed. And the said Rate and Assessment being by us approved in further pursuance of the said Act, We did issue out Warrants and Estreats under our Hands and Seals to *T. A. J. R. W. E. R. P.* and *T. A.* Sub-Collectors, by us appointed for levying the said fourth Part and first Quarterly Payment aforesaid; which by the said Sub-Collectors being duly demanded, was not paid: But on the part of the said *F. H.* was made unto us an Appeal, complaining, that the said Rate was excessive. Whereupon we the said Commissioners did hear and examine the said Matter, and upon Knowledge and Deliberation thereof, did adjudge and determine, and do adjudge and determine, That the said Rate of 5 *l.* for the fourth Part and first Quarterly Payment aforesaid, was rightly and duly taxed and assessed according to the said Act. And now at this Day the said Sub-Collectors have complained unto us, That the said *F. H.* is not found in the said County, and that he hath no Goods or Chattels there, whereby the said five Pounds may be levied; and therefore we humbly pray, That your Lordships (as in the said Act is directed) will issue out Process of the said Court of *Exchequer*, against the Body, Goods and Lands of the said *F. H.* until the five Pounds so assessed, as

aforesaid be fully and actually levied and paid to Their Majesties. In Witness whereof we the said Commissioners and Sub-Collectors have hereunto set our Hands and Seals, &c. in the fifth Year of the Reign, &c.

An Indenture certifying the Payment of a Sum of Money according to a Proviso contained on a Deed of Feoffment.

THIS Indenture witnesseth, That whereas heretofore I *W. N.* then of *H.* in the County of, &c. Gent. by my Deed indented, bearing Date the 12th Day of *S. &c.* did infeoff my Brother *J. N. T. N.* and *R. G.* Husbandmen, and one *N. L.* Gent. deceased, of and in all that my Moiety of the Manor of *H.* with the Appurtenances in the County of *H.* with all those my Lands, Tenements, Rents, Reversions and Services, being Parcel of the said Manor of *H.* or thereunto belonging, and all other the Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments in *H.* aforesaid, to such Use and Uses as in the said Feoffment are specified, with this Proviso, notwithstanding that if I the said *W. N.* or mine Heirs at any time hereafter should pay or tender to pay to the said *J. N. N. C. T. N.* and *R. G.* or to any of them, or to the Heirs of the Survivor of them, 10 *l.* of, &c. and then declaring, or to them signifying mine Intent to be, to have that my Moiety of the Manor aforesaid, and all and singular the Premises in mine old Estate, That then and from thenceforth my said former Writing, Deed and Feoffment should be void, and of no Force, any thing in the same to the contrary notwithstanding, as by the same Deed indented more plainly may appear. Now that I the said *W. N.* minding and intending to make the said former Deed indented and Feoffment aforesaid clear-

clearly void, have for that purpose, according to the Tenour of the said Proviso, paid to the said J. N. the Day of the Date of these Presents, 10 l. of, &c. then declaring and signifying, and by these Presents now do declare and signifie to my said Feoffees now living, and to every of them, that mine Intent then at the Payment of the said 10 l. was and now is to have again that my said Moiety of the Manor aforesaid, and all and singular the Premisses in mine Old Estate (that is to say) in such Estate as I had thereof before I made the said former Deed. And that now and from henceforth the said former Writing, Deed and Feoffment shall be absolutely void; And I the said J. N. do hereby acknowledge, that I had and received the said 10 l. at the Hands of the said W. N. as aforesaid, and heard him declare his Intention to be by the Payment thereof to have his old Estate in the Premisses, as is aforesaid. And also, we the said J. N. T. N. and R. G. do take Notice thereof, and acknowledge our Consent thereunto by these Presents; To both Parts whereof, as well I the said W. N. as the said J. N. T. N. and R. G. have set our Hands and Seals. Dated this 29th Day of J. &c.

A Declaratory Writing for allowing one per Cent. for prompt Payment of Interest.

WHEREAS by Indenture of Lease and Release, the Lease bearing Date the Day before, and the Release bearing even Date with these Presents, and made between T. H. of, &c. Esq; of the one Part, and E. P. of, &c. of the other Part, the Manor of *Broughton, alias Abbots Broughton, alias Broughton-Abbots*, with divers Messuages, Lands, Tenements and Hereditaments in the County of E. therein particularly mentioned, are made a Security by way of Mortgage unto the said E. P. for Payment

392 Certificates, Declarations, &c.

ment of the principal Sum of, &c. with lawful Interest for the same in Manner following (*viz.*) — Part thereof at or upon the, &c. and — Residue thereof at or upon the — Day of, &c. which shall be in the Year of our Lord, 1716. Now witness these Presents, that the said *E. P.* doth for her self, her Executors and Administrators, declare and agree to and with the said *T. H.* his Executors, Administrators and Assigns, that the said *E. P.* her Executors and Administrators, shall and will return and pay back to the said *T. H.* his Executors, Administrators and Assigns, after the Rate of one Pound *per Cent. per Annum*, of the Interest of the said Sum of, &c. in Case the said *T. H.* his Executors, Administrators or Assigns, shall and do well and truly pay the same to the said *E. P.* her Executors or Administrators on the several Days and Times in the said recited Indenture of Release mentioned and contained for Payment thereof, or within three Calendar Months next after each of the said Days of Payment. In witness, &c.

A Declaration that a Moiety of Money lent is the proper Money of a third Person, and that the Lender will not claim the same, nor take Advantage of Survivorship.

TO all to whom these Presents shall come, Sir *E. W.* of, &c. and *J. G.* of, &c. send Greeting. Whereas by Indenture bearing Date, &c. expressed to be made between Sir *C. G.* of, &c. of the one Part, and the said Sir *E. W.* and *T. G.* of the other Part, the said Sir *C. G.* in Consideration of the Sum of, &c. therein mentioned to be paid unto him by the said Sir *E. W.* and *T. G.* hath granted, bargained, sold, assigned, transferred and set over or therein or thereby mentioned and intended to grant, &c. unto the said Sir *E. W.* &c. All that

that the Messuages, &c. (the Particulars secured) to hold from thenceforth for and during all the Rest and Residue of a Term of 21 Years, which in and by one Indenture bearing Date, &c. was by the said *T. G. &c.* granted unto the said Sir *E. G.* of the said Premisses, which said last mentioned Indenture was made for securing the Payment of the said Sum of, &c. with Interest unto the said Sir *E. W.* and *T. G.* in such Manner as therein is limited and appointed. And whereas by a certain Writing or Indorsement on the Back of the said last mentioned Indenture under the Hand and Seal of the said Sir *C. G.* bearing Date, &c. reciting that all the Interest due for the said principal Sum of, &c. is paid to the Day of the Date of the said Indorsement, the said Sir *E. G.* in Consideration of the said 5000 *l.* heretofore to be lent, and of the further Sum of 300 *l.* paid to him by the said Sir *E. W.* and *T. G.* did grant and agree to and with the said Sir *E. W.* and *T. G.* that all and singular the said recited Premisses should be and stand charged with and liable to the Payment of the said, &c. and Interest thereof to the said, &c. in such Manner as in the said Writing or Indorsement is appointed, as in and by the said recited Indenture and Indorsement thereon, Relation being thereunto had, may appear. Now this present Writing witnesseth, and the said Sir *E. W.* and *T. G.* do hereby expressly declare and agree, that 2650 *l.* one Moiety of the said Sum of, &c. by the said recited Indenture of Assignment and Indorsement thereon, mentioned to be made by the said *E. W.* and *T. G.* was the proper Money of him the said Sir *E. W.* and by him advanced and lent upon the said Security to be repaid the same with Interest: And that the said Sir *E. W.* his Executors, Administrators and Assigns, shall have and receive to his and their own Use one Moiety of the said Interest, that shall be had and received for the said, &c. And also one Moiety for the said principal Sum of, &c. when the
same

same shall be paid in (and like Dividend for the Moiety of T. G. And it is hereby expressed, covenanted, agreed and declared by and between the said, &c. for themselves, their Executors, Administrators and Assigns, that they the said, &c. and the Survivor of them, and the Executors and Administrators, of such Survivor shall stand possessed of, and interested in the said Term of 21 Years, as well for securing the Payment of one Moiety of the said principal Sum of, &c. with all Interest thereof unto the said Sir E. W. his Executors, Administrators and Assigns, as for securing, &c. unto the said T. G. his Executors, Administrators and Assigns, without any Benefit or Advantage to be had or taken by either of them the said, &c. by Survivorship. In witness, &c.

Covenants.

Indenture of Covenants upon a Contract for Purchase of a Copyhold, where Part of the Purchase Money is paid, and the Purchaser is to be at his Liberty to proceed in the Purchase or not.

THIS Indenture made, &c. between J. S. of &c. of the one Part, and W. R. of, &c. of the other Part; whereas the said J. S. in consideration of 75 l. of lawful Money of Great Britain, to him by the said W. R. in Hand paid, 60 l. more to be paid in such Manner and as is herein after mentioned, hath this present Day bargained and sold, or agreed to bargain and sell unto the said W. R. all that Messuage and Yard-land called, &c. which the said J. S. now holdeth to him and his Heirs by Copy of Court-Roll of the Manor of, &c. Now this Indenture witnesseth, That the said J. S. doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said W. R. his Executors and Administrators, by these Presents, that the said J. S. upon

upon Request to him made, shall and will at the Costs and Charges of the said *W. R.* well and truly, and according to the Custom of the Manor aforesaid, surrender into the Hands of the Lord of the said Manor, the said Messuage, Lands and Premises, with the Appurtenances, to the Use and Behoof of the said *W. R.* and his Heirs for ever: And also that he the said *W. R.* and his Heirs shall, or lawfully may from Time to Time, and at all Times from henceforth during the Life of the said *J. S.* peaceably and quietly have, hold and enjoy the said Messuage, Lands and Premises with the Appurtenances; and the Rents and Profits thereof receive, have and take to his and their own Use, without any Account thereof to be rendred, and without any Let or Interruption of or by the said *J. S.* Provided always, and upon this Condition nevertheless, that if the said *W. R.* or his Heirs, at the Time of the Request unto the said *J. S.* for making such Surrender, as aforesaid, do not or shall not well and truly pay, or cause to be paid, unto the said *J. S.* the said 60 *l.* before mentioned, and do not also in the mean Time upon every Request thereof to be made by the said *J. S.* pay unto him Interest for the Forbearance of the said 60 *l.* after the Rate of 5 *l.* per Cent. for a Year, that then and from thenceforth, and at all Times after, all the Agreements and Covenants of the said *J. S.* before herein mentioned shall cease and be utterly void and of none Effect. And the said *J. S.* doth further for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said *W. R.* his Executors and Administrators by these Presents, that if the said *J. S.* do not in his Life make such Surrender, as aforesaid, the Heirs, Executors or Administrators of the said *J. S.* shall and will within twenty Days after his Decease, repay unto the said *W. R.* the said 75 *l.* by him paid to the said *J. S.* as aforesaid. In witness, &c. interchangeably

terchangeably set their Hands and Seals the Day and Year first above written.

Covenants upon purchasing the Equity of Redemption of Copyhold Lands mortgaged.

THIS Indenture made, &c. between *H. W.* of, &c. of the one Party, and *J. P.* of, &c. of the other Party, witnesseth, That the said *H. W.* for and in Consideration of the Sum of 550 *l.* of lawful Money of *Great Britain*, to him agreed to be paid in Manner and Form herein after expressed, hath granted, bargained and sold, and by these Presents do grant, bargain and sell unto the said *J. P.* his Heirs and Assigns, all and singular the Copyhold Lands, Tenements and Hereditaments of him the said *H. W.* situate, &c. and all Redemption and Benefit of Redemption, Condition, Benefit of Condition, Claim and Demand of him the said *H. W.* of, in, or to all and every the Copyhold Lands and Tenements, which are or were of the said *H. W.* situate, &c. aforesaid. And the said *H. W.* doth covenant, promise and grant for himself, his Heirs, Executors, Administrators and Assigns to and with the said *J. P.* his Heirs and Assigns by these Presents, that he the said *H. W.* his Heirs and Assigns shall and will at or before the 29th Day of *September* next ensuing the Date hereof, by good and sufficient Surrender, well and sufficiently executed, surrender into the Hands of, &c. all and every the Copyhold Lands and Tenements which the said *H. W.* hath within the said Manor, and which do to him of Right belong or appertain in Possession or Reversion, whereof and wherein he hath any Power or Possibility of Redemption, and the said *J. P.* his Heirs and Assigns shall and may thereunto be admitted, and shall and may from time to time, and at all times hereafter enjoy and possess the same without Fraud
or

or Guile: And also, that *W. S.* of, &c. shall at or before the 29th Day of *September* next ensuing the Date hereof, by good and sufficient Surrender, well and sufficiently to be executed, surrender into the Hands of, &c. all and every the Copyhold Lands and Tenements which he the said *W. S.* now hath, or shall or may claim by Virtue or Colour of any Surrender from the said *H. W.* And the said *J. P.* shall and may upon such Surrender made, have and take Admittance of and to the said Copyhold-Lands and Tenements, and the same shall and may possess, hold and enjoy without Fraud or Guile. And it is agreed by and between the said Parties to these Presents, that the said *J. P.* his Heirs, Executors and Assigns shall out of the said 550 *l.* pay unto the said *W. S.* within twenty eight Days after such Surrender made by him the said *W. S.* as aforesaid, so much Money as is now due unto the said *W. S.* from the said *H. W.* and the Residue of the said 55 *l.* he the said *J. P.* shall within twenty-eight Days after such Surrender made, as aforesaid, pay unto the said *H. W.* his Executors, Administrators or Assigns. In witness, &c. the Day and Year first above written.

Sealed and delivered in
the Presence of

*Covenants for saving harmless a Bishop, in refusing to
admit an unfit Person to a Vicaridge.*

THIS Indenture made, &c. between *A. B.* of, &c. and *C. D.* of, &c. of the one Part, and the Right Reverend Father in God, *G.* Lord Bishop of *C.* of the other Part. Whereas *T. W.* Clerk Rector of the Parish-Church of *H.* within the Diocese of *C.* aforesaid, did present unto the Vicaridge of

of the said Parish-Church, being vacant, *F. S.* Clerk, whom the said *A. B.* and *C. D.* did alledge to be a very unfit Person; and did undertake to prove him a Man so criminous, that he ought not to be admitted into the said Vicaridge; whereupon the said Lord Bishop at the Request of the said *A. B.* and *C. D.* did refuse to admit or institute the said *F. S.* into the said Vicaridge. Now this Indenture witnesseth, that the said *A. B.* and *C. D.* in Consideration of the Premisses, do jointly and severally for them and either of themselves, their and either of their Executors and Administrators, covenant and grant to and with the said Lord Bishop, his Executors and Administrators by these Presents, that they the said *A. B.* and *C. D.* their Executors and Administrators shall and will from time to time, upon every reasonable Request, well and truly pay, or cause to be paid unto the said Lord Bishop, his Executors or Administrators, all such Sum and Sums of Money, Costs, Charges and Damages which he or they have at any Time heretofore, or shall at any Time hereafter bear, pay or suffer for or by Reason of the said Lord Bishop's former Refusing to admit and institute the said *F. S.* into the Vicaridge aforesaid, or for or by Reason of any other future Refusing such Admission or Institution, until the said *A. B.* and *C. D.* their Executors or Administrators shall Request the said Lord Bishop to give such Admission and Institution. In witness, &c.

Covenants for Delivery of Wheat sold by two Bushels Weekly.

THIS Indenture made, &c. between *R. H.* of, &c. of the one Part, and *W. C.* of, &c. of the other Part, Witnesseth, that the said *R. H.* hath sold unto the said *W. C.* thirteen Quarters of Wheat, at the Price of 1 *l.* 12 *s.* for every Quarter, to be delivered and paid in such Manner and Form as is herein after mentioned: And the said *R. H.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *W. C.* his Executors and Administrators by these Presents, That the said *R. H.* his Executors or Administrators, at the Place called, &c. shall and will deliver, or cause to be delivered unto the said *W. C.* his Executors or Administrators, the said thirteen Quarters of Wheat in Manner following, (that is to say,) Two Bushels thereof Weekly upon *Saturday* in every Week, until the said thirteen Quarters shall be fully delivered; The first Delivery thereof to begin and be made on *Saturday*, the third Day of *October* next ensuing the Date hereof. And that the said two Bushels of Wheat so Weekly upon every *Saturday* to be delivered, shall be good, sweet, clean and merchantable Wheat, and not worse by more than three Pence in every Bushel, than so much of the best Wheat, which on such *Saturday* shall be sold in the said Market-House. And the said *W. C.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *R. H.* his Executors and Administrators, by these Presents, That he the said *W. C.* his Executors or Administrators, for the said Wheat to be so delivered, as aforesaid, shall and will at the Corn Market-House aforesaid, well and truly pay, or cause to be paid, unto the said *R. H.* his Executors or Administrators, 20 *l.* 16 *s.* of lawful Mo-

Money of *Great Britain*, in Manner and Form following, (that is to say) Eight Shillings Weekly upon *Saturday* in every Week, until the said 20th 16^s. shall be fully satisfied and paid, The first Payment thereof to begin and be made upon the aforesaid third Day of *October* next coming. In witness, &c.

Covenants for Repairing the Steeple of a Cathedral Church.

THIS Indenture made, &c. between *H. R.* of, &c. of the one Part, and *H. E.* of, &c. of the other Part. Whereas the Steeple of the said Cathedral Church aforesaid, is much decayed, and many Cracks and Clefts are therein, and much of the Mortar and divers of the Stones and Iron-Work thereof are mouldered, wasted and consumed by Age and Tempest. Now this Indenture witnesseth, that the said *H. R.* for and in Consideration of 23 *l.* to be paid in such Manner as is herein after mentioned, doth for himself, his Executors and Administrators, covenant and grant to and with the said *H. E.* his Executors and Administrators, by these Presents, That he the said *H. R.* before the first Day of *August* next coming, will repair the said Steeple as followeth, *viz.* That he the said *H. R.* shall and will take down the Weather-cock being upon the Top of the said Steeple, and amend, repair and make sufficient all the Iron-Work, which is or hath been about the Top of the said Steeple, for the bearing the said Cock. And also shall and will well, sufficiently and artificially put, hang up and fasten perpendicularly and geometricaly and aptly to be turned with every Wind, upon such repaired Iron-Work on the Top of the said Steeple, the said Weather-cock, or some other Cock or Fane as the said *H. E.* or his Assigns shall appoint: And also

also that he the said *H. R.* shall and will, well, sufficiently and artificially scrape off and do away all the Moss growing or being upon the said Steeple and shall, and will take out all Stones in the said Steeple being loose, broken, crack'd or decayed, and in the Places thereof, shall well and artificially set and put in other good and sound Stones, and them shall strongly clamp in with Iron and Lead, and shall also with fit Stones and other Materials, well, sufficiently and perfectly fill up all the Rists, Cracks, Clefts and Holes in the said Steeple, and new clamp them with Iron and Lead; And shall also with good, fit, strong and durable Mortar, well, substantially and perfectly new point all the outside of the said Steeple with the Garlands thereof: And likewise new point the Inside of the said Steeple where any need requires. And when the said Steeple shall so be repaired, as aforesaid, he the said *H. R.* shall and will remove and take down into the Church-Yard near the said Church all the Scaffolds, Ladders, and other Implements used about the Work aforesaid: And the said *H. E.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *H. R.* his Executors and Administrators, by these Presents, That he the said *H. E.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *H. R.* or his Assigns, for the repairing of the said Steeple, as aforesaid, **to be done** and performed, the aforesaid 23 *l.* in manner following, (that is to say) 2 *l.* thereof when the Weathercock aforesaid shall be taken down, 10 *l.* more thereof when the Four of the Squares or Sides of the said Steeple shall be so repaired and amended, as aforesaid, from the Top to the Bottom, and 11 *l.* Residue thereof when all the said Reparations and Works shall be wholly done and finished, in all Things, according to the true Intent and Meaning

of these Presents: And also that he the said *H. E.* or his Assigns, shall and will from time to time upon reasonable Warning, at the Costs of the said *H. E.* find and provide near the Cathedral Church aforesaid, such Lime, Sand, Stones, Iron, Lead and other Materials as shall be needful and necessary to be used and imployed in or about repairing the said Steeple, as aforesaid, except Scaffolds and the Materials thereof. And also that the said *H. R.* and his Servants and Labourers shall and may in and about the Work aforesaid, have the Use of all or any of the Ladders belonging to the Cathedral Church aforesaid, &c.

An Indenture of Copartnership between two Salesmen with necessary Covenants.

THIS Indenture made, &c. between *R. N.* of the one Part, and *N. R.* of the other Part. Whereas the said *N. R.* is possessed by Lease for divers Years yet to come, of and in all that Messuage or Tenement with the Appurtenances, called or known by the Name of the *Queen's Head*, situate and being in, &c. now in the Occupation of the said *R. N.* And whereas the said Parties are agreed to be Copartners in the Art or Trade of a Salesman, and in buying and selling of Apparel and other Things belonging to the said Trade.

Now this Indenture witnesseth, That the said *R. N.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *N. R.* his Executors, Administrators and Assigns by these Presents, That he the said *N. R.* shall have, hold and enjoy the several Rooms hereafter mentioned, being Part and Parcel of the said Messuage, that is to say, &c. and also free Liberty of Ingress, Egress and Regress to and from the said Rooms and Premises, at all convenient and

and seasonable Times, for the Term of Five Years, to commence from the Feast Day of, &c. next ensuing the Date of these Presents, yielding and paying therefore yearly unto the said N. R. his Executors, Administrators and Assigns, the yearly Rent or Sum of 13 *l.* of lawful Money of *England*, at the four most usual Feasts or Terms of the Year, that is to say, &c. by even and equal Portions. And the said N. R. for himself, his Executors and Administrators, doth covenant and grant to and with the said R. N. his Executors and Administrators, by these Presents, that he the said N. R. shall and will from time to time, during the said Term of five Years, permit and suffer the said R. N. and all those of whom he holdeth the said Messuage, their Heirs, Executors and Assigns with Workmen to enter and come into and upon the several Rooms aforesaid, to view, search and see the Estate of the same.

And this Indenture further witnesseth, That the said R. N. and N. R. for the good Liking and Opinion, and special Trust and Confidence which each of them hath and reposeth of and in the other of them, and for the advancing of their Estate, are contented and agreed, and do by these Presents covenant, grant and agree, each of them to and with the other of them, his Executors and Administrators, That they the said Parties shall be and continue Copartners together, and Joint-dealers in the Art and Mystery of a Salesman, and the making and selling of all Sorts of Apparel for Men and Women, and in buying and selling of all things thereunto incident and belonging, from the Feast Day of, &c. next ensuing the Date of these Presents, until the End and Term of five Years from thence, next ensuing and fully to be complete and ended (if both the said Parties shall so long live) the said

Copartnership to be kept and used in the Shop and Warehouse belonging to the above named Messuage.

And for the better managing of the said Joint-Trade, they the said Parties to these Presents have agreed to make up, bring in, and put together the Sum of Six Hundred Pounds of lawful Money of *Great Britain*. And the said R. N. is agreed to bring into the said Stock for his Part, the Sum of Three Hundred Pounds of lawful Money of *Great Britain*. And the said N. R. is agreed to bring into the said Stock for his Part and Share of the said Joint-Stock, the like Sum of Three Hundred Pounds of like lawful Money of *Great Britain*, being the Residue of the said six Hundred Pounds. And they the said Parties shall and may bring and put into the said Joint-Stock and Trade, such further Addition of Stock, as the said Parties shall think fit.

It is now therefore, covenanted, granted and agreed by and between the said Parties to these Presents, and each of them by and for himself, his Executors and Administrators, doth covenant, promise, grant and agree to and with the other of them by these Presents in Manner and Form following, That is to say, That each of them the said Parties shall and will on or before the tenth Day of *March* now next ensuing, bring and put into the said Joint-Stock and Trade, each the Sum of 300 *l.* as aforesaid, being his said respective Part and Share of the said Joint Stock.

And that the said Joint Stock of 600 *l.* and such further Addition of Stock, as they the said Parties shall bring and put into the said Joint-Trade, and all the Proceed, Gains and Encrease which shall be acquired or gotten by Reason or Means of the Employment of the said Joint-Stock and Additional Stock in the said Joint-Trade, (except a weekly Allowance of 20 *s.* to each of them the said Parties,

for

for their particular Expences, to be taken out of the said Gains,) shall be from time to time during the said Copartnership, continued, used and employed in the said Copartnership and Joint-Trade, to and for the Use, Benefit and Behoof of both the said Parties to these Presents, as is here under mentioned; and shall not be taken out, converted, used or employed by either of the said Parties, to or for any other Use, Intention or Purpose whatsoever.

And that each of them the said Parties shall from time to time, during the said Copartnership, diligently imploy and endeavour himself in the managing of the said Joint-Trade, and to advance the same and the Gains and Encrease thereof for the equal Benefit and Advantage of both the said Parties.

And that neither of them the said Parties shall use the said Trade in any other Places, but only in the said Messuage during the said Term, nor shall use or exercise the said Trade with any other Stock but only for the Benefit of both the said Parties. And that each of the said Parties shall be true, just and faithful to the other in all his Buyings, Sellings, Dealings, Doings and Employments in and about the said Joint-Trade, and that each of the said Parties shall and lawfully may take out of the said Joint-Stock and Gains, the Sum of 20 s. weekly for his particular Charges and Expences.

And that the said Joint-Trade shall be managed and driven, and all Buyings, Sales, Receipts, Payments, Bills, Bonds, Specialties and other Assurances to be had, made or taken for any Matter or Thing, touching the said Joint-Trade, shall be from time to time during the said Copartnership, enter'd, had, made, and taken in the Joint-Names of both the said Parties to these Presents. And that neither of them the said Parties shall at any time during the said Copartnership, become bound, or Bail, or Surety, or otherwise engage himself with or for

any Person or Persons for any Debt or Duty, Matter or Thing not concerning this Copartnership, without the Licence and Consent of the other Party first had in Writing under his Hand in that Behalf, nor shall at any time during the said Copartnership, compound, release or discharge any Debt or Duty which shall be due or owing to the said Joint-Trade, without the Consent of the other of the said Parties first had in that Behalf, other than so much thereof as shall be brought into the said Joint-Stock within seven Days next after such Release made or given for the same. And that the Joint or Additional Stock aforesaid, or any of the Gains or Encrease thereof, shall not at any time during the said Copartnership be attached, seized, extended or taken in Execution, for or in Respect of the private or particular Debt or Debts, Duty or Duties of either of the said Parties, not concerning this Copartnership: But that such private and particular Debt and Debts, Duty and Duties, shall be payed and satisfied by him or them the said Parties whose Debt or Duty the same is, or shall be out of his own particular Estate, not included in the said Copartnership.

And that neither of the said Parties shall at any time, during the said Copartnership, retain or keep any Servant or Apprentice to be employed in the said Joint-Trade, without the Consent of the other of them the said Parties first had and obtained in that Behalf.

And that if either of the said Parties shall at any time hereafter, sell or deliver upon Trust or Credit, any Wares or Commodities of or belonging to the said Joint-Trade without the Consent of the other of the said Parties, then such of them the said Parties which shall deliver the said Goods or Wares, shall within three Months next after such Sale or Delivery made, pay into the said Joint-Stock so much
lawful

lawful Money of Great Britain as each and every such Parcel of Wares shall be sold for, if the Person or Persons to whom such Sale or Delivery shall be made, shall not in the mean time pay and satisfy for the same.

And further it is agreed by the said R. C. That he the said R. C. shall and will from time to time during the said Copartnership, at his own Costs and Charges, bear, pay and discharge all Tythes and other Duties due and payable to the Parson for the aforesaid Messuage, and all Assessments for Relief of the Poor of the Parish, so that the said Assessments exceed not what the said R. C. now payeth, and is assessed for the same.

And moreover it is mutually condescended and agreed by and between the said Parties to these Presents, and each of them for himself, his Executors and Administrators, doth covenant and agree to and with the other of them, his Executors and Administrators by these Presents, That each of them the said Copartners shall and will from time to time during the said Copartnership, have a several and equal Part, Right, Title and Interest in and to the said Joint Stock and Proceed of the same, and in and to all and every the Gains and Encrease which shall be made, raised or gotten in by reason or by means of the said Joint-Trade, that is to say, the said R. N. in and to the Moiety, or one half Part thereof; and the said N. R. in and to the other Moiety, or one half Part thereof: And that each of them the said Parties, his Executors and Administrators shall and may, at and upon the Dissolution of the said Copartnership, have, receive and take his said respective Share and Part of all the said Premises to his and their proper Use and Behoof for ever, in such manner as hereafter in these Presents is mentioned and set down, without any Let or interruption of or by the other of them the

said Parties, his Executors or Administrators, and without any Benefit or Advantage to be taken by Survivorship, or by any of the said Parties surviving the other of them, any Law, Usage or Custom of Survivorship to the contrary notwithstanding. And that all Debts and Duties which shall be owing by them the said Parties, touching the said Joint-Trade, and all Losses by bad Debtors, (other than such as shall be trusted by either of them, without the Consent of the other of them the said Parties) Decay in Wares, or any other inevitable Accident, and all Charges and Expences for repairing of the said House and Shop, and all other Charges necessarily arising for any Matter or Thing touching the said Joint-Trade, shall be from time to time, during the said Copartnership, born, sustained and paid by and between the said Parties to these Presents, equally out of their said Joint-Stock and Gains.

And moreover, that they the said Parties shall from time to time, during the said Copartnership, at their own Charge provide, have and keep sufficient and competent Books of Accompt and Reckoning in Writing, to be always remaining in the said Shop, wherein they the said Parties shall from time to time write down and enter, or cause to be written down and enter'd the true Particulars of all such Goods, Wares and Merchandises that shall be bought or sold, brought in or delivered out, in or touching the said Joint-Trade; and of all Sum or Sums of Money that shall be received or paid, together with the Names of all Persons unto or of whom any such Goods, Wares or Monies shall be paid or received; and all other Circumstances of Time and Place, any ways conducing to the manifestation of the State and Proceeding of the said Joint-Trade; and that each of them the said Parties, shall and may from time to time during the said Copartnership have free Access and
Recourse

Recourse unto the said Books of Accompt, to read, peruse, examine and copy out the same at his Will and Pleasure.

And further, That they the said Parties shall yearly, and every Year, during the said Copartnership, in the Month of *December*, join in Accompt together at the said Shop, and then and there to make, cast up and fully finish a true, just, plain and perfect Accompt and Reckoning in Writing, of, for and concerning the said Joint-Trade, and of and for all Monies, Wares, Goods, Debts and other Estate whatsoever, which shall then be in Copartnership between the said Parties, or jointly owing and belonging to them. And upon the finishing of every such yearly Accompt, they the said Parties shall write and enter, or cause to be written down and entred into the several Books of Accompt the true Particulars of every such Accompt, and shall subscribe their Names in the said Books at the Foot of every such Accompt entred therein; and upon the Subscription of their Names as aforesaid, each of the said Parties shall and may have and take to his own Use, one of the said Books subscribed, as aforesaid.

And furthermore, that at the End of the said Term of Five Years, if they the said Parties shall be both then living, the said Parties shall join together in Accompt at the Shop aforesaid, and shall then and there make, cast up, and fully finish between them a true, plain, perfect and final Accompt and Reckoning in Writing, of, for and concerning the said Joint-Trade: And of and for all Money, Wares, Goods, Debts and other Estate whatsoever, which shall be then in Copartnership between the said Parties, or jointly owing or belonging to them by Reason or Means of the said Joint-Trade, and of all Debts and Duties which they the said Parties shall then owe to any Person

Person or Persons. And upon finishing the said Accompt, they the said Parties shall forthwith satisfie, or take Order for the speedy satisfying all and every the said Debts and Duties so by them owing, and shall also thereupon make a just and equal Partition, Allotment, Assignment and Devision between them the said Parties, of all the then Residue and Remainder of their said partible and Joint-Stock and Estate and Increase thereof; That is to say, one Moiety or half Part thereof unto the said R. N. to his own proper Use, and the other Moiety or half Part thereof unto the said N. R. to his own proper Use.

And after such Partition, Division, Assignment and Allotment so made, neither of the said Parties, his Executors or Administrators, shall without the Consent of the other of them receive, release, compound or discharge any Debt or Duty which is, or shall be assigned or allotted to the other of them respectively, but that each of the said Parties, his Executors and Administrators, shall from Time to Time sufficiently authorize the other of them the said Parties, his Executors and Administrators, upon his or their Request to sue for, recover, receive and take to his and their own proper Use, all and every the Debts and Duties which shall be allotted to him or them the said Parties, his Executors and Administrators respectively making such Request. And further, that if either of the said Parties shall happen to decease before the End of the said five Years, and after any yearly Accompt shall be made between them, the said Parties touching the said Joint-Trade, That then the Survivor of them the said Parties, shall have and take to his own proper Use, all the Monies, Goods and Wares which shall be belonging to the said Joint-Trade and Copartnership, at the same Rate and Price the same Goods and Wares did

aid cost, and also all Debts and Duties which shall be then due and owing to the said Joynt-Trade, (except such of them as were trusted by the said deceased Party, without the Consent of the Party surviving :) And in Consideration thereof, the said Survivor, his Executors or Administrators, shall pay, or cause to be paid to the Executors or Administrators of the Person so first dying at the Shop aforesaid, so much lawful Money of *Great Britain*, as the Part and Share of the Party deceasing, of and in all the said Debts that shall be then owing to the said Joint-Trade, that were accounted good and recoverable Debts, and of and in all the Goods, Money and Wares of the said Joint-Trade, did or shall clearly come and amount unto, by and upon the said yearly Accompt made between the said Parties next before such Decease (the Debts owing by the said Joint-Stock being allowed for, and deducted out of the said whole Estate,) the said Monies to be paid to the Executors or Administrators of the deceased Party as followeth; That is to say, one third Part thereof at the End of four Months next after such Decease, one other third Part thereof at the End of six Months next after such Decease, and the remaining third Part thereof at the End of eight Months next after such Decease.

And that the said Survivor, his Executors or Administrators, shall and will within fourteen Days next after such Decease of the other of them the said Parties, become bound in one Bond or Obligation with sufficient Sureties to the Executors or Administrators of the Persons so first dying, as well for the true Payment of the said three several Sums in Manner and Form aforesaid, as also for the saving harmless and keeping indemnified the Executors and Administrators, Lands Tenements, Goods and Chattels of the said first deceasing Party, of
and

and from all and every the Debts and Duties which were jointly owing by them the said Parties at the Time of such Decease, of, for and concerning the said Joint-Trade, and of and from all Accompts, Suits, Judgments and Demands, for, touching or concerning the same.

In Consideration whereof the Executors or Administrators of the said deceased Party shall upon Receipts of the said Security, sufficiently and in due Form of Law, release unto the said Survivor, his Executors and Administrators, all the Part, Share, Right, Title, Interest, Claim and Demand whatsoever, which they the said Executors and Administrators of the said deceased Party, and every, or any of them have or hath, or may, can might, should or ought to have, in, to or out of all and every, or any of the Stock, Estate, Money, Goods, Wares and Debts, which were in or belonging to the said Joint-Trade or Copartnership at the Decease of the Party so first dying, or at any Time before, except such Debts as were accounted desperate, which by the Agreement of both the said Parties to these Presents, for them their Executors and Administrators, are to be equally divided between the Survivor and the Executors and Administrators of the deceased Party, as they or any of them shall be received or gotten in.

And it is further covenanted and agreed by and between the said Parties to these Presents, That if either of the said Parties shall happen to depart this Life, before any yearly Accompts shall happen to be made between the said Parties touching the said Joint-Trade; That then the surviving Party, his Executors and Administrators, shall have and take to his and their own Use and Behoof all the Goods, Wares, Monies, Debts and other Estate whatsoever, in or belonging to the said Joint-Trade at the Time of such Decease, and shall satisfie the Debts jointly

jointly owing by the said Parties, as aforesaid, at the Time of such Decease, and shall truly pay unto the Executors or Administrators of the first deceased Party within one Year then next ensuing, so much lawful Money of *Great Britain*, as the Stock that then shall be brought into the said Joint-Trade by the Party so deceasing did come and amount unto, and that such Security shall be given for the same, and for the saving harmless of the Executors and Administrators of the deceased Party, of and from the Debts and Duties jointly owing by the said Parties, as aforesaid, as is above mentioned to be given for the like Purposes, in Case the Decease of the Party so first dying shall happen after the making a yearly Accompt, as aforesaid : And that then also the like Release shall be made and given by the Executors or Administrators of the first deceasing Party, to the surviving Party, his Executors or Administrators, as is above mentioned.

And the said *R. N.* for himself, his Executors and Administrators doth covenant and grant to and with the said *N. R.* his Executors and Administrators by these Presents, That if the said *R. N.* shall happen to decease within the said Term of five Years, that then the Executors or Administrators of the said *R. N.* shall within fourteen Days next after his Decease, demise and grant unto the said *N. R.* if he shall then be living, his Executors and Administrators, all the said Messuage or Tenement above mentioned, for and during the then Residue of the said Term of five Years, at, for and under the yearly Rent of 30*l.* of lawful Money of *Great Britain*, to be by the said Demise reserved quarterly to be paid, and with such Covenants on the Part and Behalf of the said *N. R.* his Executors, Administrators and Assigns, to be performed and kept, in the said Demise to be inserted,

ted as are contained in the Lease whereby the said R. N. holdeth the same, so that the said N. R. do upon the Sealing and Delivery of the said Lease, seal and deliver the Counterpart thereof, as his Act and Deed unto the Lessor or Lessors therein named.

And it is covenanted, concluded and agreed by and between the said Parties to these Presents, for them, their Executors and Administrators, That if any Variance, Suite, Difference or Controversie, shall at any time hereafter during the said Copartnership, or at the End thereof happen to grow, arise or be between the said Parties to these Presents, their Executors or Administrators, or any of them, upon, touching or concerning their said Joint-Trade, or any their Buyings, Sellings, Accompts, Matters or Things relating thereupon, or for or touching any Covenant Matter or Thing in these Presents contained, Then and so often, they the said Parties to these Presents, their Executors and Administrators shall upon reasonable Request made by either or any of them, unto the other of them, before any Suit shall be commenced, for or touching the same, elect, name and chuse two indifferent Persons to hear and determine the same Differences and Matters of Difference, one of which Arbitrators the said R. N. his Executors or Administrators shall chuse and name, And the other of the said Arbitrators, the said N. R. his Executors or Administrators shall chuse and name, And that each of the said Parties, his Executors and Administrators shall respectively stand to and abide, perform and keep such Award, Order, Determination and Judgment, which the said two Arbitrators shall make and give in Writing under their Hands and Seals, unto the Parties by these Presents submitting thereunto, upon and touching the said Differences and Matters in Difference, so that

the said Award be made and given, as aforesaid, in Writing, within fourteen Days next after the Choice and Nomination of the said Arbitrators in that Behalf; And in Case the said Arbitrators shall not make and give forth their Award, as aforesaid, within the Time before limited for the doing thereof, then each of the said Parties, his Executors and Administrators shall and will stand to, abide, perform, and keep such Award, Order and Umpirage, as such one Person Umpire to be elected, and chosen by the said Arbitrators, shall make, and give forth in Writing, as aforesaid, under his Hand and Seal, upon and touching the said Differences and Matters in Difference, within ten Days next after the End of the said fourteen Days; And in case the said Umpire shall not make and give forth, as aforesaid, his said Award and Umpirage within the Time above limited for the doing thereof; That then, each and every of them the said Parties, his Executors and Administrators shall and will, for his and their Parts, stand to, abide, perform and keep such Award, Order, Determination and Judgment as the Master and Wardens of the Company of *Merchant-Taylors* in *London*, or the major Part of them, shall make and give forth, as aforesaid, in Writing under their Hands and Seals, upon and touching the said Differences and Matters in Difference within one Month next after the End of the said ten Days.

Provided nevertheless, and it is covenanted, concluded and agreed by and between the said Parties to these Presents, for them, their Executors and Administrators, That if either of the said Parties shall be untrue, unjust or unfaithful unto the other of them, in any Buyings, Sales, Receipts or Payments, belonging to, or concerning the said Co-partnership: That then, or at any time afterwards, upon Notice of Dislike given thereof, by either of them

them, to the other of them the said Parties, and Desire thereupon signified that the said Copartnership shall determine, The said Copartnership and Joint-Trade shall cease, determine and be dissolved; and that the like Accompt, Partition and Division shall be made between the said Parties to these Presents, their Executors and Administrators, of the said Joint-Stock and Proceed thereof, and shall do all other Things concerning the said Joint-Trade in such Manner and Form, to all Intents and Purposes in every Respect, as they are to do at the End of the said Five Years; And that from and after the End and Dissolution of the said Copartnership in Manner and Form aforesaid, the said Term and Interest granted unto the said N. R. of and in Part of the said Dwelling-house and Shop in Manner aforesaid, shall likewise cease, determine and be void. In witness, &c.

An Indenture of Marriage-Covenants to stand seized, &c.

THIS Indenture made, &c. between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part: Whereas there is a Marriage intended by God's Grace shortly to be had and solemnized by and between the said A. B. and M. W. of, &c. And whereas the said A. B. now is and standeth lawfully and rightfully, solely and absolutely seized in his Demesne as of Fee-simple, of and in all that, &c. situate, lying and being in B. and now in the Tenure and Occupation of, &c. or his Assigns. Now this Indenture witnesseth, that for the settling of the before-mentioned Lands and Premises, with the Appurtenances to the several Uses, Ends, Intents and Purposes herein after mentioned, expressed, limited and declared, and for divers other good Causes and valuable Considerations him thereunto

thereunto moving, he the said *A. B.* doth for himself his Heirs, Executors, Administrators and Assigns, and for every of them covenant, promise, condition, grant, conclude and agree to and with the said *C. D.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (*viz.*) that he the said *A. B.* and his Heirs, and all and every other Person and Persons, and their Heirs, that now are, or until the said Marriage shall stand seized of and in the said recited, limited and mentioned Lands, with the Appurtenances, or any Part thereof, shall and will stand and continue for ever hereafter seized to the Use and Uses, Ends, Intents, Constructions and Purposes herein after mentioned, expressed, limited and declared, (*viz.*) to the Use and Behoof of him the said *A. B.* and his Heirs, until the said intended Marriage shall take effect, and from and after the Solemnization and Effecting of the said intended Marriage, then to the Use and Behoof of him the said *A. B.* and his Assigns, for, during, and unto the full End, Term and Continuance of his Natural Life, and from and after his Decease, then to the Use and Behoof of the said *M. W.* for and during the Term of her Natural Life, for her Jointure, Dower and Thirds, at the Common Law, out of and in any other Messuages, Lands and Premises, which he the said *A. B.* shall at any Time hereafter die seized of; and from and after her Decease, then to the Use and Behoof of the Heirs of the Body of the said *A. B.* on the Body of the said *M. W.* lawfully begotten, or to be begotten, and for want of such Heirs, then to the use and behoof of the right Heirs of the said *A. B.* for ever, and to and for no other Use and Intent or Purpose whatsoever: And the said *A. B.* doth covenant, promise, grant and agree to and with the said *C. D.* his Heirs, Executors, Administrators or Assigns, and to and with every of them by these

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Presents in Manner and Form following, (viz.) that he the said *A. B.* at the Time of the Enfealing and Delivery of these Presents, is and stands of right, lawfully, solely and absolutely seized of and in the said Lands and Premises, with the Appurtenances, of a good, sure, lawful, rightful, absolute and indefeasible Estate of Inheritance in Fee-simple to him and his Heirs, free and clear, and freely and clearly acquitted, exonerated and discharged of and from all former and other Gifts and Grants, Bargains, Sales, Mortgages, Leases, Statutes, Judgments, Executions, Fines, Forfeitures, Accompts, Deeds, Titles, Troubles, Charges, Demands and Incumbrances whatsoever, heretofore had, made, done, committed or suffered by the said *A. B.* And further also that he the said *A. B.* at the Time of the Enfealing and Delivery thereof, is the very true and lawful Proprietor, Acknowledger and Owner of the said limited and recited Lands and Premises, with the Appurtenances, and hath in himself good Right, full Power, true Title and lawful Authority, to settle and assure the same, and every Part or Parcel thereof to, and for the Uses, Ends, Intents and Purposes aforesaid, according to the true Intent and Meaning of these Presents, and that the same, and every Part thereof, shall and lawfully may for ever hereafter be held and enjoyed according to the Limitations aforesaid. And lastly, that the said *A. B.* his Heirs and Assigns, and all other Person and Persons whatsoever, that now have or hath, or that hereafter shall or may have or claim any Right, Title or Interest in or unto the said limited and recited Lands and Premises, or any Part thereof, the Lord or Lords of the Fee and Fees of whom the said recited Lands and Premises, for or in respect of the ancient Rents and Services for the same, from henceforth to grow due and payable, only excepted and foreprized, and shall and will from Time to Time,

and at all Times for ever hereafter, at the proper Costs and Charges in the Law of the said A. B. his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute or cause and permit to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devises and Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect and absolute Conveying, Settling and Assuring all and every the said granted Premises, with the Appurtenances, unto and for the Uses, Ends, Intents and Purposes aforesaid; as by him the said C. D. his Heirs, Executors, Administrators or Assigns, or his or their Counsel Learned in the Law, shall be reasonably devised, or advised and required, be it by Fine or Fines, *vide ante* — In Witness, &c.

An Indenture of Covenants for Limitation of Uses and Estates, &c.

THIS Indenture, &c. between K. M. of &c. of the one Part, and M. W. Widow of the other Part, Witnesseth, &c. That the said K. M. doth covenant, &c. that the said Conveyances and Assurances so to be had; made and executed, shall be, &c. and that the said F. &c. and their Heirs, &c. shall stand and be seized of the Premises, &c. to the several Uses, Intents and Purposes, and under the Conditions, Provisoos, Covenants and Agreements, hereafter in or by these Presents, set forth, limited, mentioned or declared, according to the true meaning of these Presents, and to no other use, &c. That is to say of all and singular the said Manor of K. with the Appurtenances, and of all the Lands, Tenements, Reversions, Services, Hereditaments and Premises, with the Appurtenances in K. to the Use of K. the Father, and M. his Wife, for and during the

Term of their two Natural Lives, and of the longer Liver of them, without Impeachment of Waste, during the Life of *K.* only, and after the Decease of *K.* and *M.* his Wife, then to the Use of *K.* his Son, and of the Heirs Males of his Body; and for Default of such Issue, then to the Use of the Heirs Males of the Body of *K.* the Father lawfully begotten, and for Default, &c. to the Use of the right Heirs of *K.* the Father for ever: And of the said Manor of *S.* and *G. M.* with the Appurtenances, and of all his Lands, Tenements, Rents, Reversions, Services, Hereditaments and Premises in *S.* and *G. M.* aforesaid, to the use of *K.* the Son, until the Day of the Solemnization of the said Marriage; and after the said Marriage solemnized, then to the Use of *K.* the Son, and the said *A.* and of the Heirs Males of the Body of *K.* the Son lawfully to be begotten, and for Default, &c. then to the Father and the Heirs Males of his Body, and for Default of such Issue, then to the Use of the right Heirs of *K.* the Father, for ever: And of the said Manor of *M.* with the Appurtenances, and of all the said Lands, Tenements, Rents, Reversions, Services and Hereditaments in *M.* aforesaid, with the Appurtenances, to the Use of *K.* the Father for Life without Impeachment of Waste, and after his Decease then to the Use of *K.* the Son, until the said Marriage had, and after to the Use of *K.* the Son, and of the said *K.* and of the Heirs Males of the Body of the said *K.* the Son lawfully begotten, and to be begotten, and for Default, &c. then to the Heirs Males of the Body of *K.* the Father lawfully, &c. and then to the right Heirs of *K.* the Father: All which Premises in *S. Great M.* and *M.* aforesaid, limited and appointed to be assured and conveyed to the Use of *A.* are meant and intended to and for the Jointure of *A.* of the Manor, Messuages, Lands, Tenements and Hereditaments of *K.* the Son, and of the said Manor of *K.* and *S.* with the Appurtenances, and of all
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and singular the said Lands, Tenements, Hereditaments and Premisses in C. and S. aforesaid, with the Appurtenances, to the Use of K. the Father for Life, without Impeachment of Waste, and after to K. the Son, and the Heirs Males of his Body, &c. and then to the Heirs Males of the Body of K. the Father, and then to the Right Heirs of K. the Father for ever.

A Provision for a Second Wife.

PROvided always, and it is concluded and agreed by and between the said Parties to these present Indentures, for them and their Heirs, by these Presents, that if the said K. M. the Father, shall fortune to out-live the said M. M. his Wife, and do hereafter intend to marry again, that then and from thenceforth, it shall and may be lawful to and for the said K. M. the Father, at all Times during his natural Life, to assign, limit or appoint such and so much of the said Manor of C. with the Appurtenances, and of the said Lands, Tenements, Rents, Reversions, Services, Hereditaments and Premisses in C. aforesaid, other than, &c. *ut infra*, or the Use thereof, as he the said K. the Father shall think convenient; so that the same exceed not the clear yearly Value of 100 l. by the Year, over all Charges and Reprizes, to the Use of any Woman, who shall for Time to come be his lawful Wife at the Time of his Decease, for and during the natural Life of any such Wife, for and in the Name of her Jointure, so that the Estate of such Wife or Wives be not made or occupied to be without Impeachment of Waste; and that from and after every such Use, Limitation or Appointment so had or made to or for any Wife, all and every the said Assurances and Conveyances of the Premisses in K. aforesaid, so to be had, made or executed, as is aforesaid, concerning such, and so much thereof only, whereof any such Assignment, Appointment or Limitation, by Virtue of this Proviso shall be so had

or made, shall be: And the said F. L. &c. and their Heirs, and the Survivors and Survivor of them and his and their Heirs, shall stand and be seized thereof, to the Use of such Wife, for and during her natural Life, according to the true Meaning of such Limitation, any Thing in these Presents contained to the contrary thereof in any wise notwithstanding, and after such Use or Estate ended or determined, then to the Use of every such Person and Persons, and in such Manner and Form, and with such Remainders over and under all and every such Conditions and Provifoes, as the same should have been if no such Limitation or Appointment, by Vertue of this Provifo, had been made, limited or appointed.

*A Covenant for Preferment of Younger Sons of K.
the Father.*

PROVIDED also, and it is likewise concluded and agreed, by and between the said Parties to this present Indenture, for them and their several Heirs, by these Presents, that it shall and may be lawful to and for the said K. the Father, at any time or times, during his natural Life, by his Writing or Writings, Indented under his Hand and Seal, to assign, limit or appoint the said Manor of S. with the Appurtenances, and all the said Lands, Tenements, Hereditaments and Premises in S. aforesaid, with the Appurtenances, or any Part or Parcel thereof, to his younger Sons, or to any of them at his Pleasure, for and during the Term of the natural Lives, or of the natural Life or Lives of any of them, to and for their Preferment in living, and after the Decease of them, or any of them, to whom any such Limitation shall be so made, then to the Use of any Woman or Women, which shall be lawfully Wife or Wives to any of them at the Time of his or their Death, for and during the Term of her or their natural Life or Lives,

so that the same be not made without Impeachment of Waste, for and in the Name of the Jointure of such Wife or Wives; And that from and after every such Limitation or Appointment so made, all and every the said Assurances or Conveyances of the Premises in S. aforesaid, so to be had, made or executed as is aforesaid, concerning such and so much thereof only, whereof any such Limitation or Appointment shall be so had or made, shall be, and the said E. L. &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand and be seized thereof, to the several Use and Uses of every such younger Son, Wife or Wives to whom any such Limitation shall be so had or made, for and during his or her and their natural Live and Lives, according to the true Meaning of such Limitation, any Thing in these Presents to the contrary thereof in any wise notwithstanding: And after such Use or Uses, Estate or Estates, ended or determined, then to the Use of every such Person and Persons, and in such Manner and Form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos as the same should have been, if no such Assignment, Appointment or Limitation, by Force of this Condition had been thereof made or appointed.

A Covenant to assign Lands to his Wife for Life, under a yearly Rent, &c.

PROVIDED also, and it is likewise covenanted, concluded and fully agreed, by and between the said Parties to these Indentures, for them and their Heirs, by these Presents, that it shall and may be lawful to and for the said K. M. the Father by his Writing, Indented under his Hand and Seal, to assign, limit and appoint the Capital Mansion-House of M. aforesaid, and the Lands and Tene-

ments, commonly accounted, used or occupied, as his Demefne Lands to the said Capital Messuage belonging or appertaining, to the Use of the said M. his now Wife, for Term of her natural Life, reserving and appointing the yearly Rent of 10 l. of lawful Money of Great Britain, to be paid for the same, from and after the Death of the said K. the Father, yearly, during the Life of the said M. at the Feast-Day of the Annunciation, &c. by even Portions, at the said Capital Messuage of M. aforesaid, to the said K. M. the Son, and A. and the Heirs Males of the Body of the said K. the Son, lawfully begotten, and after to such Person and Persons, as by the Limitation aforesaid shall have the same House and Demefne Lands; the first Payment thereof to begin at such of the said Feasts as shall first happen after the Decease of the said K. the Father, and that from and after such Limitation and Appointment so had or made, the said Assurance and Conveyances shall be, and the said F. &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand and be thereof seized to the only Use of the said M. and her Assigns, according to such Limitation as shall be so had or appointed: So that the said M. and her Assigns do pay, or cause to be paid, yearly, during her Life, the said Sum of 40 l. in Manner and Form before mentioned, expressed and appointed, and after the Death of the said M. or the Determination of her said Estate or Use therein by any Ways, than to the Use of the said K. M. the Son, and of the said A. and the Heirs Male of the Body of the said K. lawfully begotten, and after to the Use of such Person and Persons, and in such Manner and Form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been if no such Assignment, Appointment or Limitation, by force of this Proviso, had been thereof made or appointed, any Thing to the contrary, &c.

For

For the Preferment of Daughters, &c. by K. the Father.

PROVIDED also, and it is likewise concluded and fully agreed by and between the said Parties to these Indentures, from them and their several Heirs by these Presents, That whereas the said K. M. the Father, by one Indenture Tripartite made between the said K. M. the Father of the one Part, and T. S. Esq; of the second Part, and the Right Honourable Sir B. L. Knight, Chancellor of the Dutchy, &c. of the third Part, bearing Date the 18th Day of M. &c. hath granted to the said T. S. one Annuity, or yearly Rent of 100 l. by the Year, issuing out of the said Manor of C. from the Day of the Date of the said Indenture, for and during the Term of Ten Years then next following, as by the said Indenture more fully and at large doth and may appear. Now witnesseth, &c. That for the Advancement and Preferment of such Daughters of the said K. M. the Father, as shall not be married before the Decease of the said K. the Father, the said K. the Son, and the Heirs Males of his Body, and for Default of such Issue, such other Person and Persons, to whom the said Manor of L. with the Appurtenances, shall or ought to come after the Decease of the said K. the Father in Tail, according to the Limitation of these Presents, shall yearly after the Decease of the said K. the Father, and after the End of the Ten Years, pay, or cause to be paid, the Sum of 100 l. of lawful Money of Great Britain yearly, unto each of the said Daughters, as shall not be married before the Decease of the said K. the Father, until every such Daughter shall have received the Sum of 200 l. a-piece, for and towards her and their Preferment in Marriage or otherwise, the same to be yearly paid at

at the Manor-House of *L.* aforesaid, upon the Feast-Days of the Annunciation, &c. by even Portions: And if it happen any Default to be had or made of or in the said Payment of the said 100 *l.* by the Year, as is aforesaid, that then from and after any such Default, the said Assurances and Conveyances shall be in the said *F. L.* And the said *F. L. P. W. T. M.* and *A. M.* and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand seized of all such Part and Parcel of the said Manor of *L.* and of the said Premises in *L.* saving the Manor-House and Part in *L.* aforesaid, with the Appurtenances, not exceeding the clear yearly Value of 100 *l.* by the Year, as the said *K. M.* the Father shall by Writing under his Hand and Seal in his Life-Time, or by his last Will and Testament in Writing, expresse and appoint, to the Use of every the said Daughter and Daughters which shall not be married before the Death of the said *K.* the Father, until every of them out of the Issues and Profits thereof, and of such Part of the said Sum of 200 *l.* apiece, as the said *K.* the Son, his Heirs or Assigns, shall before that Time have paid, shall have received and had, or conveniently might have received and had the said Sum of 200 *l.* of lawful Money of Great Britain, and after every such Estate and Use ended, then, to the Use of every such Person and Persons, and in such Manner and Form, and with such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been if no such Assignment or Limitation had been thereof made, any thing, &c.

To make Leases of Lands usually letten.

PROvided always, and it is also covenanted, &c. *ut supra*, that it shall and may be lawful to and for the said *K. M.* the Father, at any time or times, during

during his Life, by his Writing indented, &c. to be made between him and any other Person or Persons, to lease, grant and demise any Part or Parcel of the Premises before time usually demised or leased, the said Lands, Tenements and Hereditaments in S. great M. and M. only excepted, to any Person and Persons at his Pleasure; so that every such Lease and Grant be made of Lands and Tenements in Possession, and not in Reversion; and so that no such Lease or Grant be made without Impeachment of Waste, nor for any longer Time than for 21 Years, or three Lives, from the Date of every such Lease; and so that upon every such Lease the old accustomed Rent or more to be reserved and yearly payable, during the Terms therein contained, at the Feast Days usual, to such Person and Persons, to whom the Use thereof is before by these Presents limited, and that after every such Lease to be made, the said Assurance containing every such Parcels of the Premises as shall be so leased, granted or demised, shall be. And the said F. L. &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand and be seized of all such Lands, Tenements and Hereditaments leased to the Use of every such Lessee or Grantee, according to the true Meaning of every such Lease, so long during the Term in every such Lease contained, as the said Person, or Persons, to whom any such Lease shall be made or his Assigns, doth truly pay the Rent reserved upon his said Lease at the Days therein for that purpose mentioned, or within Twenty Days then next following, to him or them who shall have the Use thereof in Possession. And after the End of every such Lease, then to the Use of every such Person and Persons, and in such Manner and Form, and with such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been, if no such Lease

Lease, Assignment or Limitation, by Force of this Proviso, had been thereof made, any Thing before-mentioned to the contrary thereof in any wise notwithstanding.

A Covenant for keeping the Son and his Wife and Children, and in Case of Dislike thereof, then to Lease a Tenement for that End.

AND the said K. M. the Father, doth further covenant with the said M. by these Presents, that the said K. of his own Costs and Charges, from and after the said Marriage, shall and will well and decently keep and maintain the said K. the Son, and the said A. and all such Children as they shall fortune to have between them lawfully begotten, and shall also keep for the said K. the Son, and the said A. one Servant-Woman and two Servant-Men, with sufficient Meat, Drink, Fuel, and Lodging; And shall also keep for the said K. the Son three Geldings Winter and Summer, during the natural Life of the said K. the Father, if the said K. the Son and the said A. so long should fortune to live, and will so long accept the same. And further, that if at any Time after the End of five Years and six Months, next after the Date of these Indentures the said K. the Son, and the said A. shall fortune to mislike thereof, or shall better like to keep House themselves, and will refuse the Allowance appointed unto them by this Covenant, then the said K. the Father in Consideration thereof, and for their better Maintenance shall and will by his sufficient Deed in Writing demise and lease unto the said K. the Son, one Messuage, Farm or Tenement in C. aforesaid, now in the Tenure, Possession, or Occupation of J. B. or of his Assigns, and which was before late in the Tenure or Occupation of one T. E. or of his Assigns, with all the Lands, Tenements and Hereditaments

taments thereunto belonging, or to or with the same heretofore usually occupied, with all and singular the Appurtenances, to have to him the said K. the Son, from the End of the said Five Years and six Months next after the Date hereof, or from the Time that they shall refuse the said Allowance, as aforesaid, for and during the Term of the natural Life the said K. the Father, the said K. the Son yielding and paying thereof yearly, during the said Term, to the said K. the Father, the yearly Rent of 5 l. and 5 s. at the Terms there usual: And that the said Messuage or Tenement, after the said Lease to be made, shall be and continue, during the Life of the said K. the Father, clearly acquitted, exonerated and discharged, or otherwise saved harmless, of all other Charges and Incumbrances had, made, done, or suffered by the said K. the Father, the said 5 l. and 5 s. only excepted.

A Covenant for granting Annuities to the Sons of K. the Son.

PROvided always, and it is further agreed by and between the said Parties, and the said K. M. the Father doth covenant and grant for himself, his Heirs, Executors, and Administrators to and with the said M. W. her Executors and Administrators, that if it fortune the said K. M. the Son to die, during the Life of the said K. the Father, leaving Sons between him and the said A. lawfully begotten, then the said K. the Father shall by his Deed indented, sealed with his Seal, whereof the said K. shall deliver, or cause to be delivered, the one Part to the said M. her Executors or Administrators, give, grant, limit, and appoint unto every one of the Sons that shall happen to be begotten of the Bodies of the said K. the Son and A. except such as shall be the Heir apparent of the said K. the Son, unto every of them

them severally by their several Deed or Deeds indented, to be sealed with his Seal, one Annuity or yearly Rent of 10 *l.* apiece, to have and to hold from the Decease of the said *K.* the Son, for and during the Life of every such Son, issuing and going out of the said Manor of *K.* and of all the said Lands, Tenements and Hereditaments in *K.* aforesaid, excepting the said Manor-House of *K.* and the said Park of *K.* to be paid at the Manor-House of *K.* aforesaid, at the said Feasts of St. *M.* the Arch-Angel, and the Annunciation, &c. by even Portions. And that he the said *K.* *M.* the Father, shall in every of the said Deeds further limit and appoint, that if it happen any Default of Payment to be had or made of or in the said several Annuities, or yearly Rents, or any of them, that then the said Estate shall be, and the said *F. L. P. W. T. M.* and *H. M.* and their Heirs, and the Survivor of them, and his and their Heirs, shall stand and be seized of and in so much of the said Lands and Tenements in *K.* aforesaid, except the said Manor-House of *K.* and the said Park of *K.* as shall be of the clear yearly Value of 10 *l.* to and for every such Son, to whom any such Gift, Grant, Limitation or Appointment shall be so had or made, the said Lands to be expressed and set out in every of the said Deeds in Certainty, To have and to hold the same to the Use of every such Son, unto whom any such Default of Payment shall be had or made, for and during the Term of his natural Life, and after the Decease of every such Son, then to the Use of every such Person and Persons, and in such Manner and Form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos as the same should have been, if no such new Assignment by Virtue of this Proviso had been made.

A Covenant for preferring the Daughters of K. the Son

PROvided also, that it is likewise agreed, And al-
 so to the said K. the Father for himself, his Exe-
 cutors and Administrators, doth further covenant with
 the said M. his Executors and Administrators, by these
 Presents: And if it fortune the said K. M. the Son
 to die, during the Life of the said K. the Father, li-
 ving Daughter or Daughters between him and the
 said A. lawfully begotten; that then the said K. the
 Father shall and will, by his Deed indented, sealed
 with his Seal, whereof the said K. the Father will
 deliver, or cause to be delivered, the one Part to the
 said M. her Executors or Administrators, grant, li-
 mit and appoint, that he the said K. the Father, and
 every such Person and Persons, to whom the said
 Manor of C. with the Appurtenances, and the said
 Premises in C. aforesaid, shall or ought to come af-
 ter the Death of the said K. the Father, in Tail, ac-
 cording to the Limitation of these Presents, shall
 yearly after the End of thy said Ten Years mentioned
 in the said Tripartite Indenture, and after the Time
 that the said Sums of Money limited and appointed
 to be paid to the said Daughters of the said K. the
 Father, shall or may be received or run up, accord-
 ing to the true Meaning, Intent and Limitation a-
 foresaid, content and pay, or cause to be paid, to
 every of the said Daughters, that shall happen to be
 begotten of the Bodies of the said K. the Son, and
 A. then living, the Sum of 100 l. apiece, for and
 towards their Preferment and Advancement, the
 same to be paid after the Rate of 100 l. yearly, to
 every of them orderly, according to their several
 Ages, at the Manor-House of K. aforesaid, upon
 the Feast-Days of the Annunciation of, &c. and
 St. M. the Archangel, by even Portions, until eve-
 ry

ry such Daughter shall have received 100 l. apiece: And that if it happen any Default to be had, or made, of or in the Payment of the said Sum of 100 l. apiece, to every or any of the said Daughters, or any Part thereof, that then the said *E. L. &c.* and their Heirs, and the Survivor of them, and his and their Heirs, shall stand and be seized of and in so much Lands, Tenements and Hereditaments in *C.* aforesaid (whereof the said Manor-House and Part of *C.* aforesaid to be no Parcel) as shall be of the clear yearly Value of 100 l. to be likewise expressed and set forth in the said Deed in Certainty, to the Use of every such Daughter of the said *K.* and *A.* for and until such Time, as every such Daughter, of the Issues and Profits thereof shall have received and had, or might have received and had, the full Sum of 100 l. apiece, or so much thereof as shall be behind and unpaid at the Time of any such Default, for and towards her Preferment and Advancement, as aforesaid: And after to the Use and Uses of every such Person and Persons, and in such Manner and Form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been, if no such new Limitation by Virtue of this Proviso had been thereof had or made.

And further the said *K. M.* the Father doth covenant, &c. to and with the said *W. M.* her Executors and Administrators, that the said Manors, Messuages, Lands, Tenements and Hereditaments in *S. Great M.* and *M.* aforesaid, mentioned and appointed to be assured and conveyed to the Use of the said *K.* the Son, and *A. W.* for her Joynture, as aforesaid, at the Sealing and Delivery hereof, are and be of the clear yearly Value of 100 l. over and above all Charges and Reprises, and during the Life of the said *A.* shall remain and continue of the said yearly Value, any Thing heretofore done, or hereafter to be done by

by the said *K. M.* the Father, or any other by his means, Consent or Procurement to the contrary notwithstanding. And that the said *A. W.* and her Assigns, if she over-live the said *K. M.* the Son, by vertue of the said Assurance to be made, as is aforesaid, shall or lawfully may have, hold occupy and enjoy the said Mansion, Messuages, Lands, Tenements and Hereditaments in *Great M.* and *M.* aforesaid, mentioned and appointed to be assured and conveyed to the Use of the said *A.* for her Jointure, as is aforesaid, according to the Form, Intents, Limitations and Meanings in these Presents contained and expressed, quietly and peaceably, without any lawful Let, Trouble or Interruption of the said *K. M.* the Father; his Heirs and Assigns, or any other claiming by or from the said *K.* the Father, or under his Estate or Leases, made before the Feast of *St. M.* the Arch-angel last past, for the Term of 3 Lives or under, or 20 Years or under, whereupon the accustomed Rents and Services or more are reserved and payable Yearly to the said *K.* the Father, his Heirs and Assigns, during every such Term contained in every such Lease, and the said Lease or Grants before in these Presents limited and appointed to be made of the said Capital Messuage of *M.* and the Lands and Tenements commonly accounted, used or occupied as Demesne Lands, to the said Capital Messuage belonging or appertaining, to the Use of the said *M.* Wife to the said *K. M.* the Father, for the Term of her Life: Whereupon the yearly Rent of 40 *l.* is or shall be reserved and payable, as is aforesaid, during the said Term, always excepted and foreprised. In Consideration of which said Premisses, the said *M. W.* doth covenant to pay to *K. M.* the Elder, 1000 *l.* of lawful Money of *Great Britain*, in manner and form following, viz. 500 *l.* before or upon the Day of Marriage of *K. M.* the Son, and the said *A.* and 300 *l.* &c. and 200 *l.* &c. In Witness, &c.

*Covenants for settling Estates, viz. To convey by
Fine and Recovery, &c.*

THIS Indenture made the Day of, &c. between the Right Honourable *H. Lord S.* of the first Part. *H. S.* and *J. M.* of the Second Part, and *R. L.* &c. *G. L.* of the Third Part witnesseth, That whereas the said *H. Lord S.* is and standeth seised in Possession, Reversion or Remainder, of an Estate of Inheritance, of and in divers and sundry Honours, Castles, Manors, Lordships, Seigniories, Messuages, Parks, Chases, Lands, Tenements, Advowsons, Liberties, Franchises and Hereditaments; all which, or most Part thereof, have by long Time remained and continued in the Name and Blood of the said *H. Lord S.* And the Residue having been of late Time purchased and gotten by the said *H. Lord S.* or his late Ancestors, and do lie and adjoin so conveniently and commodiously, to and for other his ancient Honours, Castles, Manors, Lands and Possessions, that they may not well be separated, divided or aliened from the same: Now, for that the said *H. Lord S.* mindeth and intendeth to establish all the said Honours, Castles, Manors, Lordships, Seigniories, Messuages, Parks, Chases, Lands, Tenements, Advowsons, Liberties, Franchises and Hereditaments hereafter in these Presents specified, to such Uses, Intents and Purposes, as that the same may remain in the Name, Blood, and Kindred of the said Lord *S.* according to the Uses hereafter thereof expressed and declared, for the better Advancement and Continuance of the House, Honour, Name and Blood of the said Lord *S.* and as a convenient Portion or Stay of living for the same, so long as it shall please God to permit and suffer the same. And for the Advancement of such of his Sons and Children, and others Male and Female, as hereafter in these Presents are nominated and mentioned

and for the fatherly Love, and natural Affection which he beareth unto *T. S. Kt.* his Son and Heir apparent, and for the Preferment, Advancement and Maintenance of the Estate of the said Lady *P.* now Wife of the said Sir *T. S.* with convenient Stay of living, for her Jointure or Dower; And for divers and sundry other great, weighty, reasonable and lawful Causes and Considerations, him the said Lord *S.* thereunto especially moving, he the said *H. Lord S.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with them the said *H. S. &c.* and to and with the Survivors and Survivor of them, his and their Heirs and Assigns by these Presents, that he the said *H. Lord S.* his Heirs and Assigns, shall and will on this side, and before the Feast of, &c. by several Fines, with Proclamations by him the said *H. Lord S.* in due Form of Law to be had, acknowledged and levied, of the said Honours, Castles, Manors, Messuages, Lands, Tenements and Hereditaments, and Premisses, and of every Part and Parcel thereof, sufficiently and perfectly convey and assure unto them the said *H. Lord S. and J. M.* or to the Survivor of them, and to his Heirs, or their Heirs, or to the Heirs of the one of them, all and singular those his Honours, Castles, Manors, Lordships, Seigniories, Fees, Messuages, Lands, Tenements, Parks, Chases, Franchises, Liberties, Free Warrens, Patronages, Advowsons, Rents, Services, Cole-Mines, Lead-Mines, Stone-Quarries, and all other his Hereditaments, lying, and being in the several Counties of *T. D. N. B.* and in the County of the City of *T.* hereafter in these Presents named, mentioned or recited; That is to say, all that the Honour, Manor and Castle of *B.* with the Appurtenances, in the said County of *T.* and also the several Seigniories and Fees of *B.* and *E.* &c. with the Appurtenances in the said County of *T.* with all their and every of their Rights, Members and Ap-

purtenances: And also all and singular the several Manors and Lordships of *E. V.* and also all the Suits, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Court-Leets and Perquisites of Courts and Leets, View of Frankpledge, and all that to it appertaineth; and also all other Royalties, Franchises and Liberties whatsoever, unto the said several Manors or Lordships, or any of them, or any Part or Parcel of them, and all that which to View of Frankpledge belonging, or in any wise appertaining; together with all and singular their and every of their Appurtenances, in the said County of *T.* and also, the several Manors and Lordships of *D. L.* in the County of *N.* and also all Advowsons, Suits, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Court-Leets, and Perquisites of Courts and Leets, View of Frankpledge, and all that which to Frankpledge appertaineth, and all other Royalties whatsoever, unto the said several Manors or Lordships, or any of them, or any Part or Parcel of them, belonging or in any wise appertaining, with all and singular their and every of their Appurtenances: And also the Manor of *H.* with all and singular the Appurtenances, in the said County of *B.* and also the Manor of *W.* with all and singular the Appurtenances in the said County of *D.* and also all Suits, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Court-Leets, and Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, and all other Royalties whatsoever, unto the said several Manors or Lordships of *H.* and *W.* or either of them, or any Part or Parcel thereof belonging or in any wise appertaining, with all and singular their and either of their Appurtenances, and also the Park or Soil, and Grounds therein, and of all the Demesne Lands of *E.* aforesaid, with the Appurtenances, in the said County

ty of *T.* And also of and in all those his Farms, Free Messuages, Burgages, Lands, Tenements, Woods, Under-woods, Meadows, Pastures, Rents, Reversions, Services, Fishings, Coal-Mines, Lead-Mines, Stone-Quarries and Hereditaments whatsoever, with all and singular their and every of their Appurtenances, set, lying and being, &c. and every or any of them, in the said several Counties of *T. N. D.* and *B.* aforesaid, or any of them. And also all those his Messuages, Burgages, Lands, Tenements, Rents, Reversions, Services, free Fishings and Hereditaments, with all and singular their Appurtenances, lying and being within the County of the City of *T.* And also all the free Fishings at *O.* aforesaid, in the said Water or River of *T.* in the said County of *T.* And also the Advowson and Patronage of the Rectory and Parish-Church of *H.* aforesaid, in the said County of *B.* and also the several Advowsons or Patronage of the several Rectories and Parsonages of *L.* and *E.* in the said County of *N.* and also the Advowson or Patronage of the Moiety of the Rectory and Parsonage of *B.* in the said City of *T.*

And it is further covenanted, granted and agreed, by and between all the said Parties to these Presents, for them and their Heirs, that the said several Fines so before covenanted to be had, acknowledged and levied, as is aforesaid, and all and every other Fine, Conveyance and Assurance then before had, made, levied or executed, by or between the said Parties to these Presents, and every or any of them, and the full Force and Effect of them, and every of them, of, for and concerning the Premises, or any Part thereof, shall be, and shall be adjudged, esteemed, and taken to be; and also that the said *H. S.* and *I. M.* and their Heirs, and all and every other Person and Persons, then standing and being seised, as for and concerning the said Manors of *E. F.* and *B.* with the Appurtenances in the said County of *T.* and

also of *L. S. B.* and *E.* with the Appurtenances in the said County of *N.* and for and concerning the Manor of *H.* with the Appurtenances in the said County of *B.* and also for and concerning the several Advowsons of the Rectories, Parsonages and Churches of *L.* and *E.* all Suits, Seignories in the said County of *N.* and of *H.* aforesaid in the said County of *B.* and also all Services, Liberties, Jurisdictions, Authorities, Privileges, for and concerning Court Leets, Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, and all other Royalties whatsoever unto the said several Manors or Lordships last before mentioned, or any of them, or any Part or Parcel thereof, belonging or appertaining; and also for and concerning all Messuages, Meeses, Burgages, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Under-woods, Rents, Reversions, Services, Free-fishings, Coal-Mines, Lead-Mines, Stone-Quarries, and Hereditaments, with the Appurtenances in *E.* aforesaid, with all and singular the Appurtenances, to the only Use and Behoof of them the said *H. S.* and *J. M.* and of their Heirs, and of the Survivor of them and his Heirs, for and during and until such Time only, as several Recoveries shall be, or otherwise may be had and prosecuted by the said *R. L.* and *G. L.* or the Survivor of them and his Heirs, of and for the said last recited Manors, Advowsons and Premises, with the Appurtenances, and to that Intent and Purpose only, that the said *H. S.* and *J. M.* or the Survivor of them, may become perfect Tenants, or Tenant of the Free-hold of the Premises, so as several Recoveries, as the Cause shall require, may be had and prosecuted by them the said *R. L.* and *G. L.* or by the Survivor of them, as is aforesaid, according to the usual Order and Course of common Recoveries for Assurances of Lands, Tenements and Hereditaments, in such Cases used and accustomed,

accustomed of, for and upon all and singular the said Manors of *E.* afore said, with the Appurtenances, and also of the Advowsons and Patronages of the said Churches of *L. E.* and *H.* afore said, and also of all Suits, Seignories, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Rents, Reversions, Services, Franchises, Liberties, Jurisdiccions, Authorities, Privileges, Court-Leets, Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, Royalties, and other the Premises, unto the said last recited Manors or any of them belonging; and of all other the said Messuages, Burgages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances in *E. &c.* afore said, to the several Uses, Intents, Limitations and Provisoos, and Conditions hereafter in these Presents, limited, expressed, declared or intended, of, for and concerning the same, and to no other Use, Intent, Purpose or Meaning whatsoever.

And for the better full and plain Declaration of the Use, Uses, Intents, Purpose and Meaning of the said several Fines and Recoveries so before covenanted, intended, or mentioned to be had, acknowledged, levied or suffered of the said Honours, Castles, Manors, Messuages, Burgages, Lands, Tenements, Fees, Franchises, free Fishings, Advowsons, and other Hereditaments afore said; It is covenanted, granted, concluded, condescended, and fully agreed, by and between all and every the said Parties to these present Indentures, for them and every of them, and for their, and every of their Heirs, That the said several Fines and Recoveries so before covenanted, meant or intended to be had, levied, acknowledged and suffered of the said Premises, as afore said, shall be; and also, that they the said *R. L.* and *S. L.* and their Heirs, and the Survivor of them and his Heirs, of, for and concerning such, and so much of the said

*Declaration
of Uses, &c.*

Honours, Castles, Manors, Messuages, Lands, Tenements, Free-Fishings, Advowsons, Patronages, Franchises, Fees, Liberties and Hereditaments, whereof the said Recoveries are before mentioned or intended to be suffered, as aforesaid, from and immediately after the Time of the suffering of the said Recoveries; and likewise also that they the said *H. S.* and *J. M.* and their Heirs, and the Survivor of them, and his Heirs, of, for and concerning all the Rest, and Residue of the said Honours, Castles, Manors, Franchises, Fees, Liberties, Messuages, Lands, Tenements, Free-Fishings, Advowsons, Patronages and Hereditaments, other than the same, whereof the said Recoveries are before mentioned, meant or intended to be suffered, as aforesaid, from and immediately after the Knowledge and Levying of the said several Fines, so before in and by these Presents covenanted to be levied, as aforesaid, shall stand continued and be seized to such Uses, Intents, Purposes, Conditions, Limitations, Provisoos, Matters, Agreements and Things, as hereafter in these Presents are expressed, appointed, limited and declared, and to no other Uses, Intents, Purposes, or Meanings in any wise, that is to say, of, for and concerning all and singular the said Manors, Lordships and Seignories, of *W.* &c. in the said several Counties of *T.* and *D.* and also of and in the said Manor of *H.* with the Appurtenances in the said County of *B.* (the Woods and the Soil thereof, and the Patronage and Advowson of the Rectory and Parsonage of *H.* aforesaid, only excepted) and also of and in all Suits, Seignories, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Courts, Leets, Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, and all other Royalties, Profits, Commodities and Hereditaments whatsoever unto the said several Manors, lastly recited, or any of them, or any Part or Parcel of them, belonging,

longing or in any wise appertaining (except before excepted) and also of and in all and singular Messuages, Houses, Edifices, to the Use, &c. of the said Sir T. S. Kt. Son and Heir apparent of the said H. Lord S. and of the Lady P. for and during the Term of their natural Lives, and of the Life of the longer liver of them, for and in Recompence of Parcel of the Jointure of the said L. P. without Impeachment of Waste, only during the Term of the natural Life of the said Sir T. S. and from and immediately after the natural Death and Decease of the said Sir T. S. and the Lady P. and of the Survivor and longer Liver of them, to the Use and Behoof of the said H. Lord S. and his Assigns, for and during the Term of his natural Life, without impeachment of Waste, and from and immediately after the natural Death and Decease of the said Sir T. S. and the Lady P. and likewise after the Death of the said H. Lord S. to the Use and Behoof of E. S. Son and Heir apparent of the said Sir T. S. and of the Heirs Males of the Body of the said E. lawfully begotten, or to be begotten, and so to the 10th Son, and for Default of such Issue, to the Use, &c. of all and every the Sons of the Body of the said Sir T. S. to be lawfully begotten, successively one after another, as they shall be born, and shall be in Seniority of Age, and the Heirs Male of their several Bodies, to be lawfully begotten, &c. and for Default of such Issue, to the Use and Behoof of the right Heirs of the said H. Lord S. for ever. And also of and in all and singular the several Manors, Lordships and Seignories, &c. of T. aforesaid, in the said several Counties of Y. and N. and also of and in all Sites, Seignories, Services, &c. and all other Royalties, Profits, Commodities and Hereditaments whatsoever, unto the said several Manors, or any of them, or any Part or Parcel thereof, belonging or in any wise appertaining; and also of and in all and singular Messuages, Houses, &c. and other Lands,
Tene-

Tenements, Rents, Reversions, Services Woods, Under-woods and Hereditaments whatsoever, with all and singular their Appurtenances, set, situate, lying and being within the Manors, Towns, Townships, Parishes, Fields and Hamlets, or Territories of *T.* &c. And also of and in the Patronages and Advowsons of the Churches, Rectories and Parsonages of *L.* and *E.* aforesaid, or any of them, in which said last recited Premisses, are Parcel of the said Honours, Castles, Messuages, Lands and Premisses, whereof the said several Fines are before covenanted to be levied, as aforesaid, to the Use and Behoof of him the said *H.* Lord *S.* and his Assigns, for and during the Term of the natural Life of the said *H.* Lord *S.* without Impeachment of any Manner of Waste, and from, by, and immediately after the natural Death and Decease of the said *H.* Lord *S.* to the Use and Behoof of the Lady *M. S.* now Wife of the said *H.* Lord *S.* and her Assigns, for and during the Term of the natural Life of her the said Lady *M. S.* without Impeachment of Waste, only in and for any Woods, Under-woods and Timber Trees, standing, growing or being, or which at any Time hereafter, shall stand, grow or be, of, in or upon the Premisses mentioned, or any Part thereof, for and in Satisfaction and Recompence of Part of the Jointure or Dower of the said Lady *M.* &c.

And likewise also of and in all and singular the several Manors, Lordships and Seigniories of *V.* &c. with the Appurtenances, in the said County of *K.* and also of and in all Sites, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Court-Leets, and Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, and of all other Royalties and Hereditaments whatsoever, unto the said several Manors or any of them, or any Part or Parcel of them,

or any of them belonging or in any wise appertaining; and also of and in all those Messuages and Tenements, with the Appurtenances, set, lying and being in O. aforesaid; and also of, and in certain Messuages, Meads, Lands, Tenements and Hereditaments, with the Appurtenances in R. S. and S. in the County of the City of T. aforesaid. And also of and in the free fishing in the said Water or River of T. at O. aforesaid, to the Use and Behoof of the said H. Lord S. &c. And likewise also of and in the Rest and Residue of the said Honours, Castles, Manors, Lordships, Franchises, Fees, Liberties, Parks, Chases, Messuages, Lands, Tenements, Advowsons and Hereditaments, and of all other the Premises, with all and singular their Appurtenances, whereof the said several Fines are before in and by these Presents covenanted to be levied, as aforesaid; and whereof no Use is before in these Presents limited and appointed, to the Use and Behoof of him the said H. Lord S. &c.

Provided always, and it is fully concluded, condescended unto, granted and agreed, by and between all and every the said Parties to these Presents, for them and every of them, and for their and every of their Heirs; and the true Intent and Meaning of these Presents is, notwithstanding any Limitation of the Use or Uses aforesaid, that if it shall hereafter happen, the said H. Lord S. or the said T. S. and E. S. Esq; or the said H. S. the Son, or any of them; or any of the said Sons, or Issue Male of the several Bodies of them or any of them Inheritable, or which shall be inheritable of the said Premises, by Force of these Presents, and of the Uses therein limited and expressed, to die and depart this World, the Wife or Wives of them, or any of them being with Child, or conceived with Child, at or before the Time of his or their Death, of or with any such Son or Sons, or Issue Male, as by the true Intent and Meaning of these Presents, or of
Proviso for Children in ventre, &c.
 any

any the Limitations or Declarations of the Use or Uses
aforesaid, should or ought, after the Decease of his
or their Father, to have had any Estate or Use of or
in the Premises, or any Part thereof, if such Son or
Sons, or Issue Male had been born in the Life-time of
his or their Father; that then from and after the
Birth of every such Son or Sons, or Issue Male, the
said several Fines and Recoveries, covenanted or men-
tioned to be had, levied, acknowledged, or suffered
of the said Premises, as aforesaid, shall be, and shall
be adjudged, construed, and taken to be. And also,
that they the said *H. S. J. M.* and *G. L.* and their
Heirs and the Survivor of them, and his Heirs, shall
stand continue, and be seized, of all and singular
the said Honours, Castles, Manors, Fees, Parks,
Chases Messuages, Lands, Tenements, Rents, Re-
versions, Advowsons, Services and Hereditaments,
and every Part and Parcel thereof, or of and in
so much of the said Honours, Castles, Manors, Fees,
Parks, Chases, Messuages, Lands, Tenements, and
of all other the said Hereditaments; as whereof or
wherein every or any such Son or Sons, or Issue
Male so to be born, shall or ought, by the true In-
tent and Meaning of the Limitations or Declarations,
of the Use and Uses aforesaid, or any of them, after
the Death of his or their Father, to have had any
Estate or Use in the same, if such Son or Sons, or
Issue Male, had been born in the Life-time of his or
their said Father, to and for the Use of every such
Son and Sons, or Issue Male, so to be born, as is a-
foresaid; and that of and under such Estate, Degree,
Order, Course, Place, Quality, Condition and Li-
mitation, in all and every Respects, and to all Intents
and Purposes, as if every such Son, Sons, or Issue
Male had been born in the Life-time or Lives, of his
or their said Father, to and for the Use of every such
Son and Sons, or Issue-Male, so to be born, as is afore-
said; and that of and under such Estate, Degree,
Order,

Order, Course, Place, Quality, Condition and Limitation, in all an every Respects, and to all Intents and Purposes, as if every such Son, Sons, or Issue Male had been in the Life-time, or Lives, of his or their said Father, and with such Remainder and Limitations over in Use, as is before in or by these Presents declared limited or expressed.

Provided always, and it is fully concluded, condescended unto, limited and agreed, by and between the said Parties to this present Indentures, for them and their Heirs, that it shall, and may be lawful to and for the said *H. Lord S.* at any time or times hereafter, during his Life, to grant, convey, assure, limit or appoint by his Deed or Deeds Indented, Sealed and Delivered in the Presence of three lawful and credible Persons at the least, all and singular the said Honours, Castles, Manors, Lordships, Rectories, Parsonages, Lands, Tenements, Rents, Reversions, Services, Profits, Hereditaments, and other the said Premisses, with the Appurtenances, or any Part or Parcel thereof, or the Use or Possession of the same, or any Part or Parcel of the same, to or for any Woman or Women, whom the said *H. Lord S.* shall hereafter marry, or to whom the said *T. S. E. S. H. S.* or any Heir Male or Issue, then next to be inheritable of the said Premisses, or any Part thereof, by Force of these Presents, and of the Limitations and Uses thereof, expressed, limited or appointed, or any of them; or any Heir apparent of such said Heir Male or Issue, then next to be inheritable, as aforesaid, shall hereafter lawfully espouse, marry or take to his or their Wife or Wives, for and during only the Term or Terms of the natural Life or Lives of such Woman or Women, for and in the Name, or in and for the Augmentation of the Jointure of such Woman or Women, Wife or Wives.

*Power to
make Jointsures.*

And further also, That in like Manner, it shall and may be lawful to and for the said *H. Lord S. T. S.* and also to and for the said *H. S.* the Son, and for all and every the said Sons and Issue Males or Females of the several Bodies of the said *T. S. E. S.* and *H. S.* and to and for every of the Issue Males and Females, of the several Bodies of the said several Sons and Issue Males aforesaid, being seized of the Premises, or any Part thereof, in his or their Demesne as of Free-hold or Fee-Tail, by Force of any the Uses or Limitations herein before expressed, by his, their, or any of their Deed or Deeds Indented, or by his, their, or any of their said last Will and Testament in writing, as shall be sealed and subscribed with his or their, or any of their Hand or Hands, and pronounced and affirmed in the Presence of 3 or more lawful Witnesses, to be his or their last Will; to make any Demise or Demises, Lease or Leases, Devise or Devises, of such of the said Premises, or of such Part thereof, whereof they the said *H. Lord S. T. S. E. S.* or *H. S.* the Son, or any of the said Sons, Issue or Issues, Male or Female or any of them, shall then be seized of, in actual and real Possession (other than of the Castle of *B.* the Park of *B.* those Lands and Grounds now known, named, used and occupied, as the Demesne Lands, of and to the said Castle of *B.* and the Lead-Mines and Coal-Mines, being within the several Manors of *B.* and *P.* aforesaid, or any of them to any Person or Persons, *To have and to hold* the same, from and after the Time of the making such Deed or Deeds, Lease or Leases, Devise or Devises, or any of them, to any Person or Persons, for and during the Term of 80 Years, or of any lesser Term of Years. and not above, so as the same Lease or Leases, Devise or Devises, be not made to be without impeachment of Waste, by any special Covenant, Clause or Matter for that Purpose, to be contained with any such Deed or Deeds, or last Will
and

and Testament, and so as the same be made in such Sort, as that the same do or shall end, determine or expire, by or upon the Death of any one Person, or of 2 Persons, or of 3 Persons at the most; or otherwise, from and after the Time of the making of such Deed or Deeds, or last Will and Testament, for and during the Term or Terms of 21 Years at the most, or for any lesser Term of Years, and not above, from the Time of the making of such Deed or Deeds, or last Will and Testament; and so that in and upon every such Demise or Demises, Lease or Leases, Devise or Devises, to be made for 20 Years or under; or for the Term of 80 Years or under, determinable upon the Death of 1, 2 or 3 Persons, as is aforesaid, there be reserved and limited to be paid yearly, during such Term or Terms, to such Person or Persons for the Time being, to whom the immediate Freehold of the Things so to be demised, letten or devised, by the Intents and true Meaning of these Presents, shall from time to time, during the Continuance of such Term or Terms appertain, such yearly Rent or Rents and other Sureties, Boons, Customs, Averages and Services or more, as are at this present yearly answered, paid or done, for the said Premises, by the now Tenants, Farmers or Occupiers of the same.

And further also, That it shall and may be likewise lawful to and for the said T. S. E. S. his Son and Heir-apparent, and the said H. S. And also to and for every or any of the Son or Sons, Heirs Male, or Issue Male, of the several Bodies of the said S. E. S. H. his said Son, and of H. S. the Son, and to and for every the said Sons and Issue Males of the several Bodies of the said Sons and Issue Males, as is aforesaid, being then seized in their or any of their Demesne as of Freehold or in Tail, by Force of any the Uses or Limitations herein before expressed, of or in any of the said Lands

*Provision
for Sons
Wives.*

Lands, Tenements and Hereditaments, herein before expressed, or of any Part thereof, in or by his, their, or any of their Deed or Deeds Indented, by him or them to be sealed and subscribed, and in the Presence of 2 or more lawful and credible Witnesses at the least; or by his last Will, &c. by him or them pronounced or affirmed to be his or their last Will, to appoint, limit, give or devise, any Part of such and so much of the said Honours, Castles, Manors, Lordships, Advowsons, Parsonages, Messuages, Lands, Tenements, and all other the said Premisses, with all and singular their Appurtenances, as he or they shall then so stand and be seized of, as is aforesaid, not exceeding in ancient yearly Value or Rent, the Sum of 400 l. by the Year, of, to or for any Woman or Women, which they, or any of them, shall at any time or times hereafter lawfully espouse, marry or take to his, their, or any of their Wife or Wives, or which shall be married to the Son and Heir apparent of any such Son or Issue Male, and who then shall stand and be thereof seized, as before is mentioned, for her or their Jointure or Dower, during the natural Life and Lives only of such Woman or Women, so as the said Gift, Devise, Limitation or Appointment for Jointure or Jointures, be not made to be without Impeachment of Waste by any special Covenant, Clause or Matter for that Purpose, to be contained in any such Deed or Deeds, or last Will.

And further also, That it shall and *Liberties to* may be likewise lawful to and for the *grant An-* said T. S. his said Son and Heir appa-
nuities to rent, and to the said H. S. the Son,
younger Sons. and also to and for every of the said Son or Sons, Heir Male or Issue Male of the said several Bodies of the said T. S. E. S. his said Son and Heir apparent, and of H. S. the Son and to and for every of the said Issue Male, of the several Bodies of the said several Sons and Issue Male, having,

as is aforesaid, the lawful, actual, and real Possession, of the Freehold of the said Premisses, or of any Part thereof likewise, in or by his or their or any of their Deed or Deeds indented, by him or them to be sealed and subscribed in the Presence of Two or more lawful Witnesses, or in or by his or their last Will and Testament in Writing, by him or them to be sealed and subscribed, and in the Presence of Two or more lawful Witnesses, by him, them, or any of them, pronounced and affirmed to be his or their last Will, to appoint, limit, give, or devise, all or any Part of such and so much of the said Honours, Castles, Manors, Lordships, Advowsons, Messuges, Lands, Tenements, and of all other the said Premisses, with all and singular their Appurtenances, as he or they, or such of them, so making such Deed, or last Will, shall then be seized of an Estate of Free-hold, or in Tail, as before is expressed, to or for every, or to any of the younger Son or Sons of them, or any of them, as to such Person, so making such Deed or last Will, shall be thought meet or convenient (other than of the said Castle of *B. Park* of *B.* and the Manors of *R. W.* and *R.* in the said County of *T.* and all the Farms, Messuages, Burgages, Lands, Tenements, Woods, Underwoods, Meadows, Pastures, Rents, Reversions, Services, Coal-Mines, Lead-Mines, Stone Quarries, and Hereditaments whatsoever, all and singular their and every of their Appurtenances, set, lying, or being in *B. &c.* and every or any of them) for the better Livelihood, Maintenance, Education, and Preferment of such said younger Son or Sons, or to any other Person or Persons to the Use or Uses of such said younger Son or Sons, for and during the Term of the Natural Life and Lives of such said younger Son and Sons only, and not for any longer Time or Term, so that the same Premisses or such Part thereof as shall be so devised, granted,

limited or appointed by such Deed or Will to such said younger Son or Sons, as is aforesaid, shall not or do not exceed and amount in yearly Revenues, Profit and Rent of, &c. by the Year, for every or any such said younger Son or Sons, or any of them, such of them as to whom or to whose Use such Devise, Limitation or Appointment, so to be made to such said younger Son or Sons, as is aforesaid, severally to every or any such said Son or Sons, and not jointly one with another, and so that every such Gift, Devise, Limitation, or Appointment so to be made to such said younger Son or Sons, as aforesaid, and the Estate so thereof and therein to be given, granted, devised, limited or appointed, shall expire and end, upon the Death of such said younger Son only, to whom or to whose Use such said Grant, Devise, Limitation or Appointment shall be so made, as is aforesaid, and so as also such and every or any such said Gift, Devise, Limitation or Appointment, for such said younger Son or Sons aforesaid, be not made to be without Impeachment of Waste, by any special Covenant, Clause or Matter for that Purpose, to be contained in any such Deed or Deeds, or last Will: And so as also the said Devise, Limitation, or Appointment, shall be no Incumbrance of the Lands, Tenements, or Hereditaments, before limited, for the Jointure of the said Lady P. or any Part thereof, or of such Lands and Tenements, as shall be demised, devised, or leased, according to the Form and Effect of these Presents, or otherwise conveyed or assured in Lease, as before is mentioned.

Proviso for Daughters unpreferred. And it is further also fully covenanted, granted, concluded, concluded unto, limited, and agreed, by and between the said Parties, to these present Indentures, for them and their Heirs, that if it shall happen or fortune

at

at any time or times hereafter the said T. S. E. S. his said Son and Heir apparent, or the said H. S. the Son, or any the Son or Sons, Heirs Male, or Issue Male of the several Bodies of the said T. S. H. S. or of the said H. S. the Son or any the said Issues Male of the several Bodies of the said H. Lord S. or of the several Sons and Issues Males aforesaid, being then seized of the Premises, or of any Part thereof in his Demesne as of Fee-Tail, or in his Demesne as of Free-Hold, by Force of any of the Uses or Limitations before expressed, or any of them, and having Issue one only Daughter, and no more, of his or their Body or Bodies lawfully begotten, and which at the Time of his or their Death shall be unpreferred, and not sufficiently advanced in Marriage by her said Father, or otherwise, to have two or more Daughters of his or their Bodies likewise lawfully begotten; and which at the Time of his or their Death shall be unpreferred, and unadvanced in Marriage by their said Father, as is aforesaid, That then it shall and may be likewise lawful to and for T. S. E. S. his said Son, and the said H. S. and also to and for every or any other of the said Son or Sons, Heirs Male, or Issue Male of their or any of their several Bodies, and to and for every of the said Issues Male of the several Bodies of the said several Sons and Issues Male, being then seized of the Premises, or of any Part thereof, in his or their Demesne, as of Free-hold or Fee-Tail by Force of any of the Uses or Limitations herein before expressed, in like manner, in or by his or their or any of their Deed or Deeds indented, by him or them to be sealed and subscribed, in the Presence of two or more lawful Witnesses, or by his or their last Will and Testament in Writing, by him or them to be sealed and subscribed, and in the Presence of two or more lawful Witnesses, by him, them, or any of them, to be

pronounced or affirmed to be his or
Limitation. their last Will, to appoint, limit, give,
 devise, and demise such and so much
 of the said Honours, Castles, Manors, Lordships,
 Advowsons, Messuages, Lands, Tenements, and
 all other the Premises, with all and singular their
 Appurtenances, whereof he or they, or such of
 them so making such Deed, or last Will, shall be
 then seized, as is aforesaid, to or for every or any
 such Daughter or Daughters, or such of them as
 shall be so seized, as before is mentioned, and shall
 so make such Deed or last Will, as aforesaid, not
 exceeding the antient Rate and yearly Value of
 200*l.* by the Year, other than of the Castle of *B.* and
 of all the said Farms, Messuages, &c. for any other
 Person or Persons, to the Use or Uses of such said
 Daughter or Daughters, for their or any of their
 better Livelihood, Maintenance, Education and Pre-
 ferment in Marriage, for and during such Time and
 Term, and until such Time and Term as such said
 Daughter or Daughters, or other Person or Persons,
 to her or their or any of their Uses to whom such
 Grant, Devise, Limitation, Demise, or Appoint-
 ment shall be so had or made as is aforesaid, or may,
 or otherwise without Fraud, Covin, or Collusion,
 might have lawfully (of the Rents, Issues, and Pro-
 fits yearly coming, growing, arising, or renewing
 of the said Premises, so to be given, granted, de-
 mised, devised, limited or appointed, or of such
 Fines or other Casualties as shall or may without
 Fraud or Covin, be received to or for the Occu-
 pation or enjoying thereof, or any Part thereof)
 received, perceived and taken, and such Sum and
 Sums of Money, as shall or otherwise might suffice
 to content, satisfie and pay unto such said one sole
 Daughter, if there be no more of him or them,
 which shall or may by the true Meaning of these
 present Indentures, and of the Uses therein limited
 and

and appointed, make such said Gift, Grant, Demise, Devise, Limitation, or Appointment at the time of his or their Death to be living and not married, nor otherwise sufficiently preferred, as aforesaid, the whole and just Sum of 1000 *l.* of good, &c. for and towards the Education, Livelihood, Maintenance and Preferment in Marriage, as is aforesaid, of the same sole and only Daughter: and if there happen to be more than one, then for and until such said Daughters, or such other Person or Persons, to whom any such Grant, Devise, Limitation, Demise, or Appointment, shall be so had or made to the Use of such said Daughters, or any of them, as is aforesaid, shall or may, or without Fraud, Covin, or Collusion, might have lawfully (of the Rents, Issues and Profits yearly coming, growing, arising, or renewing, of or in the said Premises, so to be given, granted, demised, devised, limited, or appointed for that Purpose or Intent) received, perceived and taken such a Sum and Sums of Money, as may, or otherwise (over and above all Charges and Reprises) might suffice to content, satisfy and pay unto such said Daughters of him, or them, which shall or may by the true Meaning of these present Indentures, and of the Uses therein limited and appointed, making such said Grant, Demise, Limitation or Appointment, and having more than one Daughter at the Time of his or their Death to be living and not married, nor otherwise sufficiently preferred, as is aforesaid, *viz.* to either and every of them the whole and just Sum of, &c. for and towards their and every of their Education, Livelihood, Maintenance and Preferment in Marriage, or otherwise, as aforesaid, so as the said Gift, Devise, Limitation, or Appointment be no Incumbrances to or for the Lands, Tenements, or Hereditaments before limited or appointed to or for the Joynture of the said Lady P. or of any Part or Parcel

cel thereof, or of any Lands, Tenements, or Hereditaments to be demised, devised, or leased, according to the Form and Effect of these Presents, for or concerning the same Devises, Leases or Grants, or any of them.

And, for the further Security and Proviso for sure-making of all and singular, *&c. further Uses.* and every Part thereof, to be demised or letten, according to the true Intent and Meaning of these present Indentures, It is *further* granted, condescended unto, and fully agreed by and between all and every the said Parties to these Presents, for them and their Heirs, and every of the said Parties doth covenant, grant, conclude and agree to and with the other of them their Heirs, Executors and Administrators, and every of them by these Presents, that the said several Fines and Recoveries so before in and by these Presents covenanted, mentioned, intended, meant or specified to be had, made, acknowledged, levied or suffered of the Premises, and of every or any Part or Parcel thereof, shall be adjudged, construed, and taken to be. And also that they the said *H. S. J. M. R. L. G. L.* and their Heirs, and Survivor and Survivors of them, his and their and every of their Heirs, shall stand and be seized of, for, and concerning such and so much of the said Manors, Lands, Tenements and other Premises, as shall be so demised, letten or devised, as is aforesaid, by them the said *T. S. E. S.* his said Son, and *H. S.* the Son, or any of the said Son or Sons, Heirs Male or Issues Male, of the several Bodies of the said *T. S. E. S.* and *H. S.* or any of the said Issues Males of the several Bodies of the said several Sons, and Issues Male, being then at the Time of such said Demise, Grant, Limitation, or Appointment, to be had or made, as before mentioned, seized in their or any of their Demesne as of Free-hold, or Fee-tail,

tail, by Force of any the Uses, Limitations, or Estates herein before mentioned, to the Use of all such and so many of the Person and Persons afore-said, and of their Executors, Administrators and Assigns, to whom such Demise and Demises, Lease or Leases, Devise or Devises, for any such Term or Terms of Years shall be made, according to the Intent and true Meaning of every such Demise, Lease or Devise so thereof to be made, in such Sort as shall be limited, specified, or meant in or by such Demise, Lease, or Devise, for the Person or Persons to whom such Demise, Lease, or Devise, and for the Executors, Administrators and Assigns of them and every of them; *To have and to hold* and enjoy the Things to him or them so to be demised, leased or devised, for and during only such and so long Time or the Term or Terms, for the which such Demise or Demises, Lease or Leases, Devise or Devises, shall be had or made, as is afore-said: So as every such Person or Persons to whom such Demise or Demises, Lease or Leases, Devise or Devises shall be so made, and his and their Executors, Administrators and Assigns, having sufficient Notice and Knowledge to whom the same by the true Intent and Meaning of these Presents shall of Right belong and appertain, shall well and truly pay, or cause to be paid, to such Per-

son or Persons for the Time being, *For Payment to whom the next and immediate Re- of Rents.*

version or Remainder of the Thing or Things to him or them so to be demised, letten or devised, shall during such Term or Terms appertain, the yearly Rent or Rents in or by such Demise, Lease or Devise to be reserved, or mentioned to be reserved, at the Day in or by such Demise, Lease or Devise, according to the Reservation or Clause of Reservation therein to be contained, to be limited or appointed, according to the true Mean-

ing of such Deed or Deeds, or last Will and Testament, in or by the which such Demise, Lease or Devise shall be so made, or within one and twenty Days at the furthest, next after Demand made of and for the said Rent or Rents, or such Part thereof, as in Respect or by Reason of such Demise, Lease or Devise, Deed or Deeds, or last Will and Testament, then shall or ought to be due and payable.

For making sure of Joyntures and Annuities for young Sons and Daughters. And that as for and concerning all and so much of the said Premisses, as shall be by the said H. Lord S. T. S. E. S. and H. S. the Son, or any of the Issues Male of the several Bodies of the said several Sons and Issues Male, or any of them, limited, appointed, given, disposed or devised to or for the Joynture or Joyntures of any such Woman or Women, for her or their Joynture, for Term of the natural Life of such Woman or Women; or to or for any such younger Son or Sons, Daughter or Daughters of such and every such of them, as by and according to the Intent and true Meaning of these present Indentures, and of the Uses and Limitations therein expressed, is or shall be paid, made, provided, limited, or declared; or to or for any other Person or Persons, for their or any of their Uses, according to the Purport and true Meaning of such Deed or Deeds, or last Will and Testament, wherein or whereby such Limitation, Appointment, Gift or Devise, shall be had, made, or specified, as is aforesaid; and after the Decease of every such Woman or Women, younger Son or Sons, and after the Satisfaction of such several Sum and Sums of Money, as to the said Daughter or Daughters shall by the Intent and true Meaning of these Presents belong or appertain, and as the said Uses, Provisions and Limitations herein before

before expressed, by the true Meaning and Intent of these present Indentures, shall severally end and determine, then to the Use of such Person and Persons, as by the true Intents and Limitations, or of any of the Limitations in Use aforesaid, should or ought to have the same, if no such Limitation, Appointment, Gift or Devise, to or for them, or any of them, had been so thereof had, made, limited or appointed in any wise; and of and for such Estate and Estates, and in such Order, Form, Course, Nature, Quality and Degree, and with such Remainder and Remainders thereof, over and by, and upon, and under such Provisoos and Limitations, as the same Person or Persons, by the true Intent and Meaning of these Presents, should and ought to have been or remained, if no such Limitation, Appointment, Gift or Devise, had been thereof had or made, to or for such Woman or Women, younger Son or Sons, Daughter or Daughters, as before in and by these present Indentures are limited and expressed: And the said H. Lord S. for and upon the Causes and Considerations aforesaid, doth for himself and his Heirs, for the further Security and Sure-making of all and singular the Premisses, to the several Uses aforesaid, and according to the true Intent and Meaning of these Presents, also covenant, grant and agree, to and with all and every the Parties to these present Indentures, and their Heirs.

And it is also further covenanted, *That all Persons seized* granted and agreed, by and between *sons seized* all and every the said Parties to these *shall be to the* Presents, for them and their Heirs, and *Uses supra.* every of them, that he the said H.

Lord S. his Heirs and Assigns, and all and every other Person and Persons and their Heirs, which from and after the said Feast of, &c. next coming, shall stand and be seized of all or any of the said Honours, Castles, Manors, Lordships, Seigniories, Advowsons, Patronages,

Patronages, Messuages, Lands, Tenements, Hereditaments and other the said Premisses, with the Appurtenances, above mentioned, and every or any Part or Parcel thereof, and which before the said Feast of, &c. next coming after the Date hereof, shall not be well and sufficiently, by Fine or otherwise, conveyed and assured, to the several Uses, Purposes and Intents before in these Presents mentioned, or whereof no such Fine or Fines, Recovery or Recoveries, as is aforesaid, shall be before the said Feast-day of, &c. as aforesaid, had, levied, acknowledged and suffered, of and in every Part and Parcel thereof, according to the said Intent or true Meaning of these present Indentures, shall at all time and times, and from and after the said Feast-day of, &c. for the Considerations herein before expressed, stand and be seized of and in the same, and every Part thereof, to the several Uses, Purposes and Intents, before in these Presents expressed, limited and appointed, and in such Sort, Manner, Form, Quality, Decree, Nature and Condition, and of and for, and of and in such Estate and Estates, and under, by, and upon such Provisoos, Limitations and Authorities; and according to the true Intent and Meaning of these present Indentures, in such ample, large and beneficial Manner and Form to all Intents, Constructions and Purposes, as the same should or ought to have grown, been raised, or taken any Effect in case the said several Fine and Fines, Recovery and Recoveries, so before in and by these Presents, covenanted, mentioned, intended or agreed, to be had, levied, acknowledged or suffered of the said Premisses, had been, had and executed, according as before in these Presents are mentioned or expressed.

Provided moreover, and it is also by these Presents further granted, concluded, condescended unto, and fully agreed by and between all the said Parties to these Present Indentures, for them and their Heirs, notwithstanding the Premisses, and notwithstanding any Thing before in these Presents specified, that if it shall fortune at any time or times hereafter, the said *H. Lord S.* the said *T. S.* the said *E. S.* or *H. S.* the Son, or any of the said Son or Sons, Heirs Male or Issue Male of the several Bodies of them or any of them, or any of the said Issues Male of the several Bodies of the said several Sons and Issues Male, or any of them, being then seized of the Premisses, or of any Part thereof, in his or their Demesne as of Freehold or Fee-Tail, by Force, Means or Virtue of any of the Uses, Limitations or Estates, herein before expressed, at any time or times hereafter to be taken Captive or Prisoners in the time of War, or other Service of our Sovereign Lord the King's Majesty, his Heirs or Successors, and in Defence of his or their Highnesses Crown or Realm, by any Foreign or adverse Prince, Power or Force, that then, and at all times from thenceforth, during such Captivity or Imprisonment, and before any full Ransom paid for his or their Delivery, if he the said *H. Lord S.* and the said *T. S. E. S.* and *H. S.* the Son, or any of the Son or Sons, Heirs Male or Issue Male of the several Bodies of them, or any of them, or any of the said Issues Male of the several Bodies of the said several Sons and Issues Male, or any of them, being then (as is aforesaid) seized of the said Premisses, or of any Part or Parcel thereof, in his Demesne as of Freehold or Fee-tail, and so being taken Captive and Prisoner, as aforesaid, and for the Payment of his or their reasonable Ransom, or any Sum or Sums

Sums of Money, for his or their Delivery, shall or do, in or by his or their Deed or Deeds, Writing or Writings, acknowledged and inrolled in any of the Courts of Record of our said Sovereign Lord the King's Majesty, or his Heirs or Successors, at *Westminster*, or otherwise in or by his or their Deed or Deeds, Writing or Writings indented, by him or them to be sealed and subscribed in the Presence of two or more lawful and credible Witnesses, declare, limit or appoint, that all and every or any the Use or Uses in these Presents limited or mentioned, of all or such of the said Honours, Castles, Manors, Lordships, Advowsons, Patronages, Lands, Tenements and Hereditaments, and other the said Premises before mentioned, with the Appurtenances, whereof such Person or Persons, so making such Declaration, Limitation or Appointment, as aforesaid, shall then be actually seized in his Demesne as of Freehold, or in Fee-tail, as before is mentioned, or any of them, or of any Part, Parcel or Member of them or any of them, in the whole not exceeding the yearly Value of 200 *l.* by the Year, other than of the said Castle of *B.* &c. and Hereditaments whatsoever, with all and singular their and every of their Appurtenances, set, lying and being in *E.* &c. and every or any of them, as is aforesaid, That then and from thenceforth, as well all, and every such Use and Uses, and Limitations, as are before in these Presents mentioned, and shall happen so to be declared, limited or appointed to cease, or to be ended and determined, and all and every Estate and Estates Interest and Interests, had, made, raised or wrought, by Reason, Means or in Respect of these Presents, or of any the several Fines or Recoveries, Clauses or Articles above mentioned, or any of them, or otherwise than for and concerning the said Leases and Jointures, provided, intended or limited to be had and made, as aforesaid, and either of them, shall cease and determine, and otherwise be merely and utterly

utterly annihilated and made void, for and concerning such, and so much of the said Honours, Castles, Manors, Messuages, Lands, Tenements and other the said Premisses, and every Part thereof, whereof the said Use or Uses shall be so declared, limited or appointed to cease, or to be altered, avoided, ended and determined in Manner and Form aforesaid, and not otherwise: Saving and excepting such Use and Uses, Estate and Estates, Devise and Devises, Lease and Leases, Demise and Demises, Appointments or Limitations, or any Term or Terms of Year or Years, or for the Life or Lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as shall according to the true Intent of these Presents, be made, limited or appointed by them the said *H. Lord S. T. S. E. S. and H. S.* the Son, or any of the said Son or Sons, Heirs Male or Issue Male of their or any of their several Bodies, or by any of the said Issues Male of the several Bodies of such said Son or Sons, or Heirs Male, being then seized in his or their Demesne as of Fee-tail or Freehold, of or in the said Premisses, as aforesaid, or of any Part or Parcel thereof: And that then and from thenceforth, the said several Fines and Recoveries so to be had, levied and suffered of the said Premisses, whereof the Use or Uses, aforesaid, shall be so declared or appointed, to cease, shall be and enure, and shall be adjudged, construed, and taken to be and enure.

And likewise, that they the said *H. S. I. M. R. L. and G. L.* and their Heirs, and the Survivor and Survivors of them, and his and their Heirs, shall from thenceforth stand and be seized of such of the said Premisses, whereof the Use or Uses aforesaid, shall be so declared or appointed to cease, and of every or any Part or Parcel thereof, to the only Use and Behoof of such of them the said *H. Lord S. T. S. E. S. and H. S.* or any other Son or Sons, or Issue Male of their, or any of their several Bodies, or any the Issue Male

of the several Bodies of the said several Sons and Issue Male, as shall so then stand or be seized, in his or their Demefne, as of Freehold or Fee-Tail, of or in the Premisses, or any Part thereof, and shall so make such Declaration, Limitation or Appointment, for the ending and determining of the Uses before in these Presents limited, of the said last recited or mentioned Premisses, their Heirs and Assigns for ever, to that Intent and Purpose only, that it shall and may be lawful to and for them, or any of them, so being taken Captive and Prisoner, and making such Declaration, Limitation or Appointment, for the ceasing and ending of the said Uses, in Manner and Form aforesaid, and every or any of them. And also, that they or such of them as shall make any such Declaration or Appointment, for such ending and determining of the Uses aforesaid, to be had and made, as is aforesaid, shall have full Authority and Power, freely, clearly and absolutely to bargain, alien, sell and convey such and so much of the Premisses, whereof he or they shall be then seized, as is aforesaid, not exceeding the Value of 200 *l.* by the Year (except lastly excepted) as whereof such Declaration, Limitation or Appointment, for the ending and determining of the Uses before in these Presents raised or limited, or any Part or Parcel thereof, shall be so had or made as aforesaid, or otherwise the Reversion or Reversions, Remainder or Remainders thereof, to any Person or Persons whatsoever, in Fee simple, Fee-tail, or any other Estate whatsoever, Saving and always excepting and reserving, that such said Bargain, Sale, Grant, Conveyance and other Assurance so thereof to be made for the Payment of such said Ransom or Sum, or Sums of Money, for the same Purpose or Intent, be not, or may not be adjudged, construed, or taken to be prejudicial or hurtful to any Estate or Estates, Demite or Demises, Lease and Leases, Devise and Devises, Appointment or Limitation of any Term of
4 Years,

Years, or of Life or Lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as shall then before have been, according to the true Intent of these Presents, thereof made, limited or appointed to them or any of them, in any wife.

Provided likewise, And moreover it is by these Presents finally concluded, *Revocation,* covenanted, granted, condescended unto and agreed by and between all the said Parties to these Presents, for them and their Heirs, notwithstanding the Limitations, Declarations and creating of the Use or Uses, in or by these Presents, as is aforesaid. And notwithstanding any Thing before in these Presents, That if the said H. Lord S. at any time or times hereafter, in or by his Deed or Deeds in Writing, or Writings indented, acknowledged and inrolled in any of the Courts of Record of our Sovereign Lord the King's Majesty, his Heirs and Successors, declare, limit or appoint, that all and every the Use and Uses, or any of the Use and Uses, in these Presents before limited or mentioned, of all the said Honours, Castles, Manors, Lordships, Advowsons, Lands, Tenements and Hereditaments and other the Premisses before mentioned, with their Appurtenances, or of any of them, or of any Part, Parcel, or Member of them, or any of them, shall cease, or in any wise or sort whatsoever be annihilated, altered, abridged, made void or determined, that then, and at all times thenceforth, and so often, as well all and every such Use and Uses so to be declared, limited or appointed to cease, or to be altered, abridged or made void and determined, and all and every Estate and Interest, Estates and Interests, had, made, raised or wrought or to be had, made, raised or wrought, by Reason or in Respect of these Presents, or of any the several Fines, Recovery or Recoveries above-mentioned, shall accordingly cease, determine and be annihilated, altered,

altered, abridged, made void and determined, for and concerning such, and so much of the said Honours, Castles, Manors, Lordships, Advowsons, Messuages, Land, Tenements, Rents, Reversions, Services and Hereditaments, of all other the said Premises, whereof the said several Fines afore-mentioned, or covenanted to be levied, as aforesaid, whereof the said Use or Uses shall be so declared, limited or appointed to cease, or to be altered, abridged or made void and determined (saving and excepting such Use and Uses, Devise and Devises, Lease and Leases, Demise and Demises, Appointment or Limitation of any Term or Terms, as is, or shall be made according to the Form and Effect of these Presents, by the said *H. Lord S.* and also such Use and Uses, Estate and Estates, as are appointed or limited by these Presents, for or during the natural Life of the said Lady *P.* as are before in and by these Presents, or at any Time shall then before be had, limited or appointed, to or for the said Joynture of the said Lady *P.*) And also, that the said several Fines and Recoveries so to be had, made, levied, acknowledged, suffered or executed by the said *H. Lord S.* and all and every other Fine and Fines, Conveyance and Conveyances to be had or made thereof, or of any Part thereof, shall be and shall be adjudged, construed and taken to be. And also, that they the said *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and every of them, and their and every of their Heirs and Assigns, and every of them, shall stand and be seized of and in such and so much of the said Honours, Castles, Manors, Lordships, Fees, Advowsons, Messuages, Lands, Tenements and Hereditaments, and of all other the said Premises, or of any of them, whereof the Use or Uses aforesaid, or any of them, or any such Use or Uses, as is aforesaid, shall be so declared, limited or appointed to cease, or to be altered, abridged or made void and

determined, to and for the only Use and Behoof of the said *H. Lord S.* and of his Heirs and Assigns for evermore, subject and charged always notwithstanding to, and with such Lease and Leases, Demise and Demises, as the said *H. Lord S.* shall hereafter grant or limit to any Person or Persons, according to the Form and Effect of these Presents, and to and with the Uses, Interests and Estates before limited or meant, or intended to be, to and for the said Lady *P.* her Jointure, as is aforesaid. *But* yet notwithstanding, if at any time or times hereafter, the said *H. Lord S.* in or by his Deed or Deeds, Writing or Writings, acknowledged and inrolled in any Court of Record of our Sovereign Lord the King's Majesty, his Heirs or Successors, shall give, declare, dispose, limit or appoint all and singular the said Honours, Castles, Manors, Lands, Tenements, Rents, Reversions and Hereditaments, and all other the said Premises, whereof the said several Fines are before covenanted to be levied, as aforesaid, or any of the same, or any Part thereof, or any Use or Uses, Estate or Estates, Possession or Interest, of or in the said Honours, Castles, Manors, Messuages, Lands, Tenements and Hereditaments, and Premises, or of or in any Part thereof, to and for any Person or Persons, or in any Sort whatsoever: That then, and from thenceforth the said several Fine and Fines, Recovery and Recoveries, to be had, levied, acknowledged or suffered, by or for the said *H. Lord S.* and the said *H. S. I. M.* or by or for the Survivor and Survivors of them, shall be, and shall be adjudged, construed and taken to be, And also that they the said *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and their and every of their Heirs, shall stand and be seised for, and in such and so much of the said Honours, Castles, Manors, Lands, Tenements, Hereditaments and Premises, or of any of them, as of, for or concerning the which, any such

altered, abridged, made void and determined, for and concerning such, and so much of the said Honours, Castles, Manors, Lordships, Advowsons, Messuages, Land, Tenements, Rents, Reversions, Services and Hereditaments, of all other the said Premises, whereof the said several Fines afore-mentioned, or covenanted to be levied, as aforesaid, whereof the said Use or Uses shall be so declared, limited or appointed to cease, or to be altered, abridged or made void and determined (saving and excepting such Use and Uses, Devise and Devises, Lease and Leases, Demise and Demises, Appointment or Limitation of any Term or Terms, as is, or shall be made according to the Form and Effect of these Presents, by the said *H. Lord S.* and also such Use and Uses, Estate and Estates, as are appointed or limited by these Presents, for or during the natural Life of the said Lady *P.* as are before in and by these Presents, or at any Time shall then before be had, limited or appointed, to or for the said Joynture of the said Lady *P.*) And also, that the said several Fines and Recoveries so to be had, made, levied, acknowledged, suffered or executed by the said *H. Lord S.* and all and every other Fine and Fines, Conveyance and Conveyances to be had or made thereof, or of any Part thereof, shall be and shall be adjudged, construed and taken to be. And also, that they the said *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and every of them, and their and every of their Heirs and Assigns, and every of them, shall stand and be seized of and in such and so much of the said Honours, Castles, Manors, Lordships, Fees, Advowsons, Messuages, Lands, Tenements and Hereditaments, and of all other the said Premises, or of any of them, whereof the Use or Uses aforesaid, or any of them, or any such Use or Uses, as is aforesaid, shall be so declared, limited or appointed to cease, or to be altered, abridged or made void and

determined, to and for the only Use and Behoof of the said *H. Lord S.* and of his Heirs and Assigns for evermore, subject and charged always notwithstanding to, and with such Lease and Leases, Demise and Demises, as the said *H. Lord S.* shall hereafter grant or limit to any Person or Persons, according to the Form and Effect of these Presents, and to and with the Uses, Interests and Estates before limited or meant, or intended to be, to and for the said Lady *P.* her Jointure, as is aforesaid. *But* yet notwithstanding, if at any time or times hereafter, the said *H. Lord S.* in or by his Deed or Deeds, Writing or Writings, acknowledged and inrolled in any Court of Record of our Sovereign Lord the King's Majesty, his Heirs or Successors, shall give, declare, dispose, limit or appoint all and singular the said Honours, Castles, Manors, Lands, Tenements, Rents, Reversions and Hereditaments, and all other the said Premises, whereof the said several Fines are before covenanted to be levied, as aforesaid, or any of the same, or any Part thereof, or any Use or Uses, Estate or Estates, Possession or Interest, of or in the said Honours, Castles, Manors, Messuages, Lands, Tenements and Hereditaments, and Premises, or of or in any Part thereof, to and for any Person or Persons, or in any Sort whatsoever: That then, and from thenceforth the said several Fine and Fines, Recovery and Recoveries, to be had, levied, acknowledged or suffered, by or for the said *H. Lord S.* and the said *H. S. I. M.* or by or for the Survivor and Survivors of them, shall be, and shall be adjudged, construed and taken to be, And also that they the said *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and their and every of their Heirs, shall stand and be seised for, and in such and so much of the said Honours, Castles, Manors, Lands, Tenements, Hereditaments and Premises, or of any of them, as of, for or concerning the which, any such

Gift, Disposition, Declaration, Limitation or Appointment, in or by such Deed or Deeds enrolled, shall be so had or made, by the said *H. Lord S.* to and for such Use and Uses, and to the Use of such Person and Persons, and of and for such Estate and Estates, Interest and Interests, and in such Nature, Quality and Degree, and upon and under such Condition and Conditions, Limitations and Provisoos, and in such Sort, Manner and Form, as in or by such Deed or Deeds enrolled, shall be of, for and concerning the same limited and appointed, declared or expressed by the said *H. Lord S.* whether the Uses, Estates, or any Use or Estate of, or in the Premisses, or any Part thereof before, in and by these Presents are mentioned, be in or by such Deed or Deeds enrolled, by any express Word, Matter of Thing contained therein, declared, limited or appointed to cease, or to be annihilated, altered, abridged, made void and determined or not, and yet the said other Use and Uses, Estate and Estates, so to be disposed, declared, devised, limited or appointed, by the said *H. Lord S.* in or by such Deed or Deeds enrolled, to be notwithstanding, and always subject, and charged to and with the Use and Uses, Interest and Estate before by these Presents, or at any Time before the making of these Presents, limited or meant, to or for the said Lady *P.* for her Jointure, as aforesaid, and to and with every such Lease and Leases, as shall be made by the said Lord *S.* according to the Intent and true Meaning of these present Indentures, any Thing, Matter or Clause in these present Indentures, contained, to the contrary thereof in any wise notwithstanding. *In witness whereof, &c.*

The Form of a Covenant of two Persons severally.

AND the said R. C. and C. R. severally and not jointly, nor one of them for the other, and for their several and respective Heirs, Executors and Administrators, and for every of them respectively do covenant, &c. — Or thus, And the said R. C. and C. R. for themselves severally and respectively, that is to say, each of them for himself, and for his several Heirs, Executors and Administrators, and for so much as concerneth or may concern his own Act or Acts only, and not one of them for the other, nor for the Act or Acts of the other, or of the Heirs, Executors or Administrators of the other, doth severally and not jointly covenant, &c. — Or thus, And the said R. C. and C. R. severally and respectively each one for himself only, and for his respective Heirs, Executors, Administrators and Assigns, and not jointly, nor one of them for the other, nor for the Act or Acts, Deed or Deeds, Matter or Thing of the other, doth covenant, &c. — Or thus, And the said R. C. C. R. and J. F. for themselves, severally and not jointly, nor one of them for the other, and for their and every of their several and respective Heirs, Executors and Administrators, do covenant, &c.

A Covenant by one, or two Husbands and their Wives.

AND the said R. C. for himself, his Heirs, Executors and Administrators, and the said C. his Wife, doth covenant, &c. If two Men and their Wives covenant severally — Thus, And the said R. C. for himself, and for the said C. his Wife; and the said J. F. for himself, and for the said R. his Wife, do severally and respectively, and for their several and respective Heirs, Executors and Administrators, and

not one for the other, nor for the Wife of the other, nor for the Heirs, Executors or Administrators of the other covenant, &c. — Or thus, And the said R. C. and C. R. for themselves and for their said Wives respectively, their Heirs, Executors and Administrators, do severally and respectively covenant, &c. to and with the said J. F. and R. his Wife, and either of them, their and either of their Heirs, Executors and Administrators by these Presents, &c.

Note, That notwithstanding the Appearance of Severalty in these Covenants, yet the Matter of the Covenant is one, whether in Affirmation or Negation, being in the same, it seems that any of the Covenants may be charged with the Breach of another of them, unless there be after in the Deed added such a Proviso as followeth.

Provided always, that neither the said A. B. C. D. and E. F. their Heirs, Executors or Administrators, nor any of them, shall at any Time be impeached or charged with the Breach of any Covenant herein contained, otherwise than for the proper Act and Deed of the Person so charged, or by him or them represented as Heir, Executor or Administrator.

A Covenant to make Assurance of Lands.

THIS Indenture, made, &c. between R. C. of the one Part, and C. R. of the other Part, witnesseth, That the said R. C. for and in Consideration of the Sum of, &c. doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant to and with the said C. R. his Heirs and Assigns by these Presents, That he the said C. R. his Heirs and Assigns, shall and will on this Side, and before the Feast of, &c. next ensuing the Date of these Presents, at and upon the reasonable Request, Costs and Charges in the Law of the said C. R. his
Heirs

Heirs or Assigns, by Fine or Fines, with Proclamation in due Form of Law, to be levied, Feoffment or Feoffments, Recovery or Recoveries, with single or double Voucher or Vouchers, or by any such good and sufficient Means, Conveyance or Assurance in the Law, as by the said C. R. his Heirs or Assigns, or his or their Counsel learned in the Law shall be lawfully and reasonably devised, advised or required, convey and assure, or cause to be conveyed and assured unto the said C. R. his Heirs and Assigns; all that, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part and Parcel thereof with the Appurtenances; as also all and singular Deeds, Evidences, Escripts, Muniments and Writings whatsoever, touching or concerning the said, &c. and Premises with the Appurtenances, or any Part or Parcel thereof, To have and to hold the said, &c. and other the Premises with the Appurtenances, unto the said C. R. his Heirs and Assigns for ever. And that the said Fine and Fines, Recovery and Recoveries and the Execution thereof, as likewise all Conveyances and Assurances whatsoever, to be had and made according to the Tenor, Effect and true Meaning of these Presents, shall be and enure, and shall be construed, reputed and taken to be and enure to the only Use and Behoof of the said C. R. his Heirs and Assigns, and to no other Use, Intent or Purpose whatsoever (with Covenants that he is lawfully seized, and hath Power to sell, and that C. R. shall enjoy free from Incumbrances, and for further Assurance as is usual.) In Witness, &c.

A Covenant for the Attornment of Tenants.

AND the said R. C. for himself, his Heirs, Executors and Administrators doth covenant and grant to and with the said C. R. his Heirs and Assigns by these Presents, That all and every the now Hold-

ers and Occupiers of the Premises aforesaid, shall and will before the Feast of, &c. now next coming, attorn and become Tenants unto the said C. R. his Heirs or Assigns, of and for their several and respective Tenements, whereof or wherein they or any of them have or hath any particular Estate or Estates in Being, and which are Parcel of the Premises before mentioned to be granted.

A Covenant to produce Writings, for the Defence of the Title to Lands sold.

AND the said R. C. for himself his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said C. R. his Heirs and Assigns by these Presents, That if the said C. R. his Heirs or Assigns shall at any time or times hereafter, have Need or Occasion to plead, shew forth or give in Evidence, any Letters Patent, Deeds, Evidences or Writings whereof the said R. C. hath covenanted to deliver Copies, as aforesaid, and which are not hereby granted and sold) of him the said R. C. touching or concerning the Premises or any Part thereof, for the Maintenance and Defence of the Title of the said C. R. of, in and to the Premises or any Part thereof, or for any other just and reasonable Occasion in any wise touching or concerning the Premises, or any Part thereof, That then and so often the said R. C. his Heirs and Assigns, upon Request in that Behalf to be made by the said C. R. his Heirs or Assigns, and at the Costs and Charges of the said C. R. his Heirs or Assigns, shall and will produce and shew forth, or cause to be produced and shewed forth, all and singular the said Letters Patent, Deeds, Evidences and Writings, or so many of them as shall be thought needful by the said C. R. his Heirs or Assigns, in any Court or Courts of Record or elsewhere, for the Maintenance and Defence of the Title of the said C. R.

C. R. of, in and to the bargained Premises, or any Part or Parcel thereof, or for any other just and reasonable Cause, as aforesaid, and shall and will permit and suffer the same there to remain so long as the said C. R. his Heirs or Assigns shall use or have occasion for the same.

A Covenant to pay back Purchase-Money of the Lands sold, or any Part thereof, if evicted within ten Years.

AND it is covenanted, granted, concluded and fully agreed by and between all the said Parties to these Presents; And the said R. C. for himself, his Heirs, Executors and Administrators and for every of them, doth covenant, grant and agree to and with the said C. R. his Heirs and Assigns by these Presents, That if it shall happen at any time or times hereafter within the Space of ten Years, to be computed from the Day of the Date hereof, the said Messuage or Tenement, &c. and other the Tenements herein before mentioned to be bargained and sold, or any Part or Parcel thereof upon any Prior or former Title to be by any Person or Persons whatsoever recovered or otherwise lawfully evicted from the said C. R. his Heirs or Assigns by due course of Law, or that any Degree in or upon any Bill of Complaint in a Court of Equity shall pass or be made, or that any Judgment in any Suit or Action real or personal shall be given against him the said C. R. his Heirs or Assigns, whereby his or their Title of and in the said Premises, or any Part thereof may be in any wise avoided, annulled or defeated, That then and in such Case, he the said R. C. his Executors or Administrators, shall within three Months next after Notice given of such Recovery, Eviction, Decree or Judgment so had and given by the said R. C. and upon reasonable Request in that Behalf to be made unto him the said R. C. his Executors or Administrators, well and truly

pay, or cause to be paid, unto the said C. R. his Heirs or Assigns, so much lawful Money of Great Britain, as the said Premises or any Part thereof so happening to be evicted or recovered, or whereunto the Title of the said C. R. his Heirs or Assigns shall be so avoided, adnulled or defeated, as aforesaid, shall amount unto at the Rate of eighteen Years Purchase for the Value thereof, according to the Rate the same was valued at the Time of the Purchase thereof by the said C. R. as aforesaid.

A Covenant to pay back the Purchase-Money at the End of two Years, if the Purchaser dislike; and if he likes, then to pay a further Sum of Money.

AND the said R. C. for himself, his Heirs, Executors and Administrators doth covenant and grant to and with the said C. R. his Heirs and Assigns by these Presents, That if the said C. R. shall at any Time within the Space of two Years next ensuing the Date hereof, dislike of the Purchase of the said, &c. And thereof within the Time aforesaid, shall give Notice in Writing unto the said R. C. his Heirs, Executors or Administrators, That then he the said R. C. his Heirs, Executors or Administrators shall and will within three Months after such Notice given, and after a Reconveyance made thereof by the said C. R. his Heirs or Assigns unto the said R. C. his Heirs or Assigns, free from all Estates, Charges and Incumbrances whatsoever had, made or suffered by the said C. R. his Heirs or Assigns, at the Costs and Charges of the said C. R. his Heirs or Assigns, in such Manner and Form as the said R. C. his Heirs or Assigns, or his or their Counsel learned in the Law shall advise, well and truly pay, or cause to be paid unto the said C. R. his Heirs or Assigns for their Purchase of the Premises, the Sum of 800 l. of lawful Money of Great Britain. Provided always, that if the said

C. R. his Heirs or Assigns shall not within the Space of two Years signify, as afore said, his Dislike of the said Purchase, That then he the said C. R. his Heirs or Assigns shall and will pay, or cause to be paid unto the said R. C. his Heirs or Assigns the further Sum of 50 l. of lawful Money of Great Britain, over and above the Money by him already paid, for the clear and absolute purchase of the said, &c. within one Month after the End or Determination of the said two Years.

A Covenant not to claim Dower, with a Release thereof.

TO all, &c. Know ye, that the said R. C. for and in Consideration of the Sum of 100 l. of lawful Money of Great Britain to her in hand paid before the Sealing and Delivery hereof by C. R. of, &c. who lately purchased of A. C. deceased, late Husband of the said R. C. a Messuage, &c. lying and being, &c. whereof he the said A. C. was seized of some Estate of Inheritance during the Coverture between him the said A. C. and the said R. C. the Receipt whereof the said R. C. doth hereby acknowledge, hath covenanted, granted, concluded and agreed, and by these Presents doth covenant, grant, conclude and agree to and with the said C. R. his Heirs and Assigns, that the said R. C. or her Assigns shall not at any Time hereafter sue for, challenge or demand by Writ of Dower or otherwise, any Dower or Title of Dower out of the said Messuage, &c. or any Part thereof; but that the said C. R. shall and may lawfully and quietly enjoy the said Messuage, &c. without the Let or Interruption of the said R. C. or of any Person or Persons whatsoever, lawfully claiming by, from or under the said R. C. And the said R. C. for the Consideration afore said, hath remised, released and for ever quit-claimed, and by these Presents doth remise,

mise, release and for ever quit-claim unto the said C. R. his Heirs and Assigns, all and all Manner of Dower, and Right and Title of Dower whatsoever which she the said B. C. now hath, may, might, should or of right ought to have of, in and to the said, &c. and of, in or to any Part or Parcel thereof; so that neither she the said R. C. nor any other for her or in her Name, any Manner of Dower, or Writ or Action of Dower, or any Manner of Right or Title of Dower, of or in the said, &c. or any Part or Parcel thereof at any Time hereafter shall or may have or claim or prosecute against the said C. R. his Heirs or Assigns or any of them; but of and from the same shall be utterly barred, and for ever excluded by these Presents. In witness, &c.

Covenants to convey Land in Consideration of 5 s. in hand, and Residue to be paid at a Day to come, without obliging the Buyer to pay, so that if he fails in Payment, he may not pretend to have any Equity afterwards.

THIS Indenture made, &c. between N. C. of the City of C. in the County of C. Gent. of the one Part, and B. &c. of the other Part, witnesseth, That the said N. C. for and in Consideration of 5 s. of lawful Money of Great Britain, to him by the said, &c. before the Sealing and Delivery hereof, well and truly in hand paid, doth covenant with the said, &c. by these Presents, that if the said N. C. shall be living on the 2d Day of April next coming; And if the said A. B. or his Heirs, do or shall on the said 2d Day of April, well and truly pay, or cause to be paid unto the said N. C. the full Sum of 680 l. of lawful Money of Great Britain, Then the said N. C. immediately after Receipt of the said 680 l. shall and will at the Costs and Charges of the said A. B. by good and sufficient Conveyance and Assurance in the Law,

Law, and well and sufficiently to be executed, grant, convey and assure unto the said *A. B.* and his Heirs, all that Messuage or Tenement, Gate and Backside with the Appurtenances, containing by Estimation 8 Acres of Land, and all that Field or Parcel of Land called the *Hine-Earsh*, containing by Estimation six Acres, one other Field called or known by the Name of *Stanfield*, containing by Estimation four Acres, one Piece of Land lying in two Severals called eight Acres, one little Coppice containing by Estimation two Roods, one Parcel of Land called the *Slope*, containing by Estimation two Acres and a half, one Mead called *Hamock Mead*, containing by Estimation two Acres, one Mead lying near *RuEton Gate*, between the Farm-Mead there, and the Lands formerly of *W. S.* all which Premisses are situate lying and being in *South-Mundham* in the County aforesaid, and are now in the Occupation of *E. D.* And also all that Messuage or Tenement called the *White-Hart*, with the Barn and Gate-room thereunto adjoining and belonging, late partly in the Occupation of *R. C.* and partly of *M. P.* in the Parish of *St. Pancras* near the City of *C.* aforesaid; And also all that Messuage called the *A.* with the Backside and Stable thereunto belonging, situate and being in the West-side of the North-street within the City of *C.* aforesaid, and now in the Occupation of *F. M.* together with all Barns, Stables, Buildings, Orchards, Woods, Commons, Profits and Appurtenances whatsoever to the said Messuages, Lands and Premisses belonging, with Covenants on the Part of the said *N. C.* therein to be comprised, that the said *A. B.* and his Heirs, shall and may from thenceforth, hold and enjoy all the said Premisses, without any Let or Interruption of the said *N. C.* his Heirs or Assigns, or of any Person or Persons claiming by, from or under him or them, except Leases under the most usual Rents; Provided always, and it is hereby agreed and declared by the said Parties,
That

That if the said N. C. shall happen to die before the said 2d Day of April, Or if the said, &c. or his Heirs shall not pay unto the said N. C. the 680 L. as aforesaid, Then the said, &c. his Heirs, Executors and Administrators, shall be wholly and for ever excluded and debarred of and from all Right, Pretence of Equity, Claim, Redemption and Demand of, for or into the said Messuage, Lands, Tenements and Premises, and every Part thereof, and of, in or to the said 5 s. by the said N. C. received, as aforesaid. In witness whereof the Parties first above named, have interchangeably set hereunto, &c.

See several Forms of expressing Considerations of a Conveyance, &c. post in the Title Settlement of Estates.

Coppbold Precedents.

A Grant of a Stewardship of a Manor.

TO all to whom these Presents shall come J. T. sendeth Greeting. Know ye, That I the said J. T. for divers good Causes and Considerations me thereunto moving, have for me, my Heirs and Assigns given and granted, and by these Presents do give and grant unto W. B. of L. Gent. the Office of Chief Steward, and the Place and Execution of the Stewardship of my Manor (or Lordship) of B. in the County of M. and the Holding and Keeping of all Courts, Courts-Leet, Views of Frankpledge, and of all other Courts of what Kind, or Nature soever the same be, to the said Manor (or Lordship) belonging or in any wise appertaining; to have, hold, execute and enjoy the aforesaid Office of Chief Steward, and the Place and Execution of Chief Stewardship, and the Holding and Keeping of all Manner of Courts usually held or kept within the same Manor, (or Lordship) together with all Manner of Fees, Wages, Rewards, Profits,

Profits, Perquisites, Emoluments and Advantages to the said Office of Chief Steward or Stewardship of the said Manor (or Lordship) belonging or appertaining, or at any Time heretofore accustomed and used to be paid, rendred to, or received by any the Chief Steward, or Stewards there for the Time being, from henceforth for and during the natural Life of him the said *W. B.* (or for and during the good Will and Pleasure of me the said *J. T. &c.*)

In Witness, *&c.*
A Deputation of an Under-Stewardship.

THIS Indenture made, *&c.* between *W. K.* Esq; Steward of the Honour of *B.* in the County of *H.* and the Manors and Courts thereunto belonging, of the one Part, and *J. H.* Gent. of the other Part, Witneseth, That the said *W. K.* hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, constitute and appoint the said *J. H.* his Deputy-Steward of the Honours aforesaid, and the several Manors and Courts thereunto belonging, and by these Presents doth give and grant unto the said *J. H.* the Deputation and Execution of the said Office of Steward of the Honours and Manors aforesaid, To have, hold, enjoy and exercise the said Office to the said *J. H.* for and during the natural Life of the said *W. K.* together with all Fees, Rewards, Profits, Allowances, Preheminences, Commodities, and Advantages whatsoever, to the said Office in any manner of Way belonging or appertaining, so long as the said *J. H.* shall have and exercise the said Office, in as large and ample Manner as the same was granted by *G. F.* and *G. P.* by their Indenture bearing Date, *&c.* to the said *W. K.* (except the Fee of 5 *l.* to the said *W. K.* granted by the

the said Indenture for the Execution of the said Office. In Witness, &c.

Another Deputation of an Under-Stewardship.

TO all, &c. *A. B. &c.* sendeth Greeting; whereas *C. D.* for divers good Causes, &c. by his Writing bearing Date, &c. hath appointed and ordained me the said *A. B.* his Steward of his Lordship and Manors of *D.* and *S.* and of all Courts of View of Frankpledge and Leets within the Manors aforesaid, To have, hold, occupy and exercise the Office aforesaid by me, or my sufficient Deputy or Deputies, for the Term of my Life, with the Fees, Wages, Rewards, &c. to the same Office belonging, or anciently due and accustomed, together with the yearly Fee of 5 *l.* for the Exercise and Occupying the said Office, as by the said Writing more at large appeareth. Now know ye, That I the said *A. B.* have made, ordained and by these Presents have constituted *R. S.* of, &c. Gent. my Deputy or Under-Steward of the Manors or Lordships aforesaid; To have, hold, occupy, possess and exercise the said Office of Deputy-Steward, of me the said *A. B.* for the Term of my natural Life, taking and having yearly, during the said Term for exercising and occupying the said Office, all Fees, Wages, Rewards and Profits to the same Office belonging, or anciently due or paid, together with the said Annual Rent or Fee of 5 *l.* granted unto me by *G. F. &c.* fully and wholly, and in as ample and beneficial a Manner and Form, as I now or at any Time heretofore have had, received or used, or accustomed to do, or of Right ought to have had, received, used or done. In witness, &c.

A Deputation of a Steward to take a Surrender, Examine a Feme-Covert, &c.

KNOW all Men, that I T. P. Steward by Patent of the Manor of D. in the County of S. have put, deputed and authorized, and by these Presents do put, depute and authorize W. B. of, &c. for me and in my Name and Stead, to take one or more Surrender or Surrenders, according to the Custom of the said Manor of D. of and from G. M. of, &c. and S. his Wife (the being first solely and secretly examin'd touching her Consent thereto, after the usual manner of Surrenders in the like Cases) of all that Messuage, &c. to the Uses hereafter mentioned, that is to say, To the Uses and Behoofs mentioned or declared, or to be mentioned or declared in the last Will and Testament of the said G. M. And for Want of such Mention or Declaration thereof, then to the Use of such Person or Persons, his or their Heirs or Assigns, and under such Provisoos or Limitations as the said G. M. by and with the Consent of the said S. shall by his Deed or Writing under his Hand and Seal, in the Presence of three or more credible Witnesses, declare, limit or appoint. And for want of such Declaration, Limitation or Appointment, then to the Use and Behoof of the said G. M. and S. his Wife, and the Heirs of their two Bodies begotten, and afterwards to the right Heirs of the said S. for ever. And further, I do also give and grant unto my said Deputy, full Power and Authority to do and Act in the Premisses, all and whatsoever I might or ought to do herein, if I were personally present: Hereby also ratifying and confirming all and whatsoever my said Deputy shall do, or cause to be done, in the Premisses, by Virtue of these Presents. In witness, &c.

A Warrant to Summon a Copyhold-Court.

Manerium **W** Hereas I have received Directions
de N. from Sir R. C. Knight, to hold a
 Court-Baron for his Manor of N. within,
 &c. These are to let you know, that I have appointed
 the Tenth Day of *March* next, being *Thursday*, for
 the holding of the said Court at the House of T. B.
 Yeoman: And therefore do hereby require you to
 give Notice of the same, unto all Suiters and Tenants
 of the said Manor, and to warn and require them and
 every of them to be there and then present, by Nine
 of the Clock in the Morning; And that also at the
 Time and Place aforesaid, you return a Jury of the
 Suiters and Tenants of the said Manor, to enquire of
 such Matters as shall by me be given them in Charge,
 And hereof, &c. Given under my Hand and Seal,
 &c.

W. B. Steward.
See other Warrants postea.

*A Letter of Attorney to enable a Stranger to surrender
 a Copyhold Estate into the Lord's Hands, instead of
 the Tenant; the Tenant being sick and not able to
 come to Court.*

K NOW all Men by these Presents, That I R. B.
 of, &c. within the Manor of B. in the County
 of H. have made, ordained and appointed, and by
 these Presents do make, ordain, and in my Stead and
 Place put and appoint G. L. of, &c. (usually the Bai-
 liff of the Manor) my true and lawful Attorney for
 me, and in my Name, to appear at the next Court,
 to be holden in and for the said Manor of B. on, &c.
 And then and there for me and in my Name, as afore-
 said, to surrender and yield up into the Hands of
 the Lord of the Manor aforesaid, one Messuage or
 Tene-

Tenement, &c. with their and every of their Appurtenances, unto the said Messuage or Tenement belonging, and every Part and Parcel thereof, within the said Manor. All which said Premisses, I the said R. B. do claim to hold (as sole Purchaser) for my own Life, and the Life of R. my Son, by Copy of Court-Roll of the said Manor of B. bearing Date, &c. And all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand whatsoever, as well of me the said R. B. as of R. my Son, and of either of us, of, in and to the same; ratifying, confirming, and by these Presents allowing all and whatsoever my said Attorney shall do or cause to be done, in the Premisses by Vertue of these Presents. In Witness, &c.

Instructions for taking a Surrender in Court by Attorney, &c.

Read over the Letter of Attorney in Time of Court, and then let the Attorney say, " I G. L. by Vertue
" of the Letter of Attorney to be made, and of the
" Power and Authority to me thereby given, do, for
" and in the Name of the said R. B. surrender and
" yield up into the Hands of the Honourable A. B.
" Esq; Lord of this Manor, All that Messuage and
" Tenement, with the Appurtenances, within this
" Manor, now in the Possession of S. L. and all the
" Estate, Right, Title, Interest, Possession, Reversion,
" Claim and Demand whatsoever, of him the said
" R. B. and of R. his Son, of, in and to the same, to
" the End the Lord may do therewith his Will: And
" in Token thereof I deliver up this Verge.

This Letter of Attorney and Surrender must be Registered in the Court-Roll.

See other Letters of Attorney touching Copyholds ante, page 137. 139. and 156.

A Surrender of a Copyhold Estate out of Court.

Maner de M. Memorandum, That on the ~~the~~ Day of, &c. at S. &c. A. B. came before me and did surrender into the Hands of the Lord of the Manor aforesaid, all that Messuage, &c. within the said Manor, now in the Possession of him the said A. B. which he claimed to hold for Term of his Life by Copy of Court-Roll, of the same Manor, bearing Date, &c. and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well of him the said A. B. as of D. G. &c. of, in and to the same, together with the Copy thereof to be cancelled, to the End the Lord might do therewith his Will.

W. B. Senescall. *ibid.*

This Surrender was made and taken in the Presence of us,

F. G. }
H. J. } Two Customary Tenants.

See post. 494.

A Surrender of a Leasehold Estate by way of Indorsement.

Memorandum, By these Presents, I A. B. do surrender and yield up into the Hands of the Honourable T. G. Esq. all the Lands with the Appurtenances in the Indenture within granted, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of me the said A. B. my Executors or Administrators, of, in and to the same, by Force and Vertue of the said Indenture or by any other Ways or Means whatsoever, together with the same Indenture to be cancelled. In Witness,

&c.

A

A Letter of Attorney or Warrant from a Lord to a Steward, to keep Courts.

KNOW all Men by these Presents, That I *W. A.* of, &c. Esq; have made, constituted and appointed, and by these Presents do make, constitute and appoint *G. J.* of, &c. Gent. my Steward, of all my Manors, Lordships and Hereditaments, in the Counties of *H.* and *S.* or in any or either of them; Giving and hereby granting unto him the said *G. J.* and to his sufficient Deputy or Deputies, in that Behalf made, and to every and either of them, full Power and Authority, to keep and hold all my Courts-Leet, Views of Frankpledge, Courts-Baron, and other Courts within the Limits aforesaid; and to do and execute all Things belonging to the Office of a Steward, during my Will and Pleasure. In Witness, &c.

A Warrant from the Steward to a Deputy.

WHereas *W. A.* of, &c. Esq; hath lately constituted and appointed me *G. J.* his Steward of all his Manors, Lordships and Hereditaments, in the Counties of *H.* and *S.* or in any or either of them: And giving and granting unto me the said *G. J.* and to my sufficient Deputy and Deputies in that Behalf, and to every and either of them, full Power and Authority to keep and hold all his Courts-Leets, Views of Frankpledge, Courts-Baron, and other Courts within the Limits aforesaid: I the said *G. J.* have therefore constituted and appointed, and by these Presents do constitute and appoint *W. P.* of, &c. Gent. my Deputy, to do and execute the said Office in my Stead and Place in all Things, as effectually as if I my self were personally present at the doing thereof. In Witness, &c.

*A Deputation or Warrant from a Lord of a Manor,
to his Game-keeper.*

TO all People to whom these Presents shall come,
I *W. A.* of, &c. Esq; Lord of the Manor of, &c.
have made, nominated and appointed *T. T.* of, &c.
my lawful Game-keeper of and for my said Manor
of, &c. to look after and take care to preserve the
Game there: And do allow him in my Name, to
hunt, hawk, fish and fowl within my said Manor
and Demesnes thereof, and Places thereto belonging
from Time to Time, during my Free-will and Plea-
sure, according to the severall Acts of Parliament in
that Case made and provided. In Witness, &c.

*A Condition to detain a Man from Fishing or Fowl-
ing on any Part of a Manor.*

WHereas the above-bound *T. L.* hath at several
Times past been detected for Fishing and
Fowling within the Manor and Royalties of the a-
bove-named *T. Lord A.* without his Licence or Con-
sent: And whereas upon his Submission to the said
Lord *A.* and his Acknowledgment of his said Offen-
ces, the said *T. Lord A.* hath been pleased to for-
bear any further Prosecution upon his becoming
bound not to offend in the like Manner for the fu-
ture: Now the Condition of this Obligation is such,
That if the said *T. L.* his Heirs, Executors or Ad-
ministrators, or either of them, do and shall well
and truly pay, or cause to be paid, unto the said
Lord *A.* his Heirs or Assigns, the full Sum of, &c.
of lawful Money, &c. within ten Days next after
that he the said *T. L.* shall at any Time hereafter be
found Fishing, Fowling, Coursing or Hunting, or by
any other Ways or Means trespassing on any of the
Manors, Lordships or Royalties of the said Lord *A.*
his

his Heirs or Assigns within the Counties of, &c. or either of them, and Proof thereof made by the Testimony of one or more credible Witnesses; Then, &c. or else, &c.

A Condition for the paying a Sum of Money in Lieu of a Heriot compounded for.

THE Condition of this Obligation is for the true Payment of the Sum of Four Pounds, of lawful Money of Great Britain, unto the above-named *W. A.* his Heirs or Assigns, for and in Lieu and Recompence of one Heriot next happening to be due and payable unto the said *W. A.* his Heirs or Assigns for and in respect of a heriotable Tenement within the Manor of *B.* aforesaid, by him the said *A. B.* now holden for Term of his Life, according to the Custom of the said Manor.

See more under Title Conditions, page 323, 340, 347, 350.

A Licence to a Tenant to let his Tenement for seven Years.

Memorandum, at a Court held this—Day, &c. Licence is granted unto *A. B.* to let his Messuage with the Appurtenances within this Manor, or any Part thereof, to any fit Under-Tenant or Under-Tenants for the Term of seven Years now next coming from Lady Day last past, if he the said *A. B.* shall so long live, so as the Houses, Hedges, Ditches, and other Inclosures, be from Time to Time well and sufficiently repaired and amended, and the Rents, Works, Burthens, Customs and Services therefore due to the Lord, be well and faithfully rendered and paid, otherwise this Licence to be void, &c.

A Lease of Copyhold Lands, by Vertue of a Copy of Licence.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part; and *C. D.* of, &c. of the other Part; Witnesseth, That the said *A. B.* by Vertue of a Licence, before the Sealing and Delivery of these Presents, by him procured and obtained of and from *E. F.* Lord of the Manor of, &c. for the Granting and Letting to Farm the Tenements, &c. hereafter in and by these Presents demised to the said *C. D.* hath demised, leased, and to Farm let, and by these Presents doth demise, lease, and to Farm let, unto the said *C. D.* &c. all that Messuage or Tenement, &c. to have and to hold the said Messuage or Tenement, Lands and Premises, with the Appurtenances, unto the said *C. D.* his Executors, Administrators, and Assigns, from the Day of the Date of these Presents, for and during the Term of five Years from thence next ensuing, and fully to be complete and ended. Yielding and paying therefore yearly, and every Year, during the said Term, unto the said *A. B.* his Heirs and Assigns, the yearly Rent or Sum of, &c. of lawful Money, &c. at, &c. (with Clause of Distress and usual Covenants to repair, &c.) And also the said *C. D.* for himself, his Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant, to and with the said *A. B.* his Heirs, Executors and Assigns, That he the said *C. D.* his Executors or Assigns, nor any of them, shall do, or wittingly or willingly permit or suffer to be done, any Act, Matter or Thing whatsoever, which may forfeit, lose or impair the Estate or Interest of the said *A. B.* of, in or to the said hereby demised Premises, or of, in or to any Part or Parcel thereof, or which may be otherwise hurtful or prejudicial to the said *A. B.* his Heirs or Assigns, for or concerning the having, holding,

holding or enjoying of the same, or any Part thereof. And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Executors and Assigns, That he the said *C. D.* his Executors and Assigns, under the Payment of the said yearly Rent, and Performance of the Covenants and Agreements aforesaid, which on his and their Parts and Behalvs are and ought to be performed, shall and may quietly and peaceably have, hold and enjoy, all and singular the before-mentioned to be hereby demised Premisses, and every Part and Parcel thereof, with the Appurtenances, during the Term hereby demised, without any Interruption, Molestation or Eviction of him the said *A. B.* his Heirs and Assigns, or of any Person or Persons whatsoever now lawfully claiming, or that shall or may hereafter lawfully claim any Estate, Right, Title or Interest, of, in or to the same, or any Part thereof, by, from or under him, them, or any of them. And also that he the said *A. B.* his Heirs, Executors and Assigns, or some or one of them, shall and will from time to time, and at all times hereafter, discharge, or upon reasonable Request save harmless, and keep indemnified the said *C. D.* his Executors and Assigns, of, for and from all Quit-rents, Payments, Duties and Services, to be had, paid, made or done, for or out of the said hereby demised Premisses, or any Part thereof, to the said *E. F.* Lord of the Manor aforesaid, his Heirs and Assigns. In Witness, &c.

Words of Livery and Seisin, used on granting a Freehold Lease.

I Do deliver to you Possession and Seisin of this House, in the Name of all the rest contained in this Deed; To hold to you and your Heirs and Assigns, with the Remainders over (if any) according

to the Form and Effect and true Intent of this Indenture of Lease. Vide Title *Livery and Attornments*.

A Surrender of a Copyhold Estate taken by the Steward out of the Manor, in the Presence of Two Customary Tenants.

Maner de S. **M**emorandum, That on the — Day of, &c. at M. in the County of, &c. T. B. who claims to hold for Term of his Life, by Copy of Court-Roll of the Manor aforesaid, bearing Date, &c. (amongst other Things) one Close of Pasture containing eight Acres of, &c. and one Close of, &c. with the Appurtenances thereunto belonging, came before me W. B. Gent. Steward of the said Manor, and in the Presence of A. W. and C. D. Two of the Customary Tenants of the said Manor, did surrender and yield up into the Hands of the Lord of the Manor of A. aforesaid, the said several Closes of Pasture and arable Land, with the Appurtenances, and all his Estate, Right, Title, Interest, Possession, (if more than one Life) Reversion, Claim, and Demand whatsoever, of, in and to the same, and of, in and to every Part and Parcel thereof, to the End the said Lord of the said Manor might do therewith his Will.

T. B.

Capt' Die & Anno prius supradict'

coram me Seneschal' ibid' in

Presentia nru'

A. W. }
C. D. } Tenants.

Note, This is to be read to the Tenants after the Tenant T. B. hath surrendred, saying after the Steward the usual Words in the common Surrender, and then the Two customary Tenants put their Hands as Witnesses, as above.

A

*A Surrender of a Copyhold Estate, held by one Life, in-
to the Hands of the Lord of the Manor, in Consid-
eration of an Annuity payable during Life, by Way
of Assignment.*

TO all to whom these Presents shall come, *M. C.* of, &c. sendeth Greeting. Whereas the said *M. C.* by Vertue of a Copy of Court-Roll of the Manor of, &c. bearing Date, &c. signed by, &c. then Lord of the said Manor, is and stands lawfully possessed of and interested in one Tenement, &c. being Part of the Manor aforesaid, for the Term of her Life, according to the Custom of the said Manor, as by the said Copy of Court-Roll more at large may appear. Now these Presents witness, That the said *M. C.* for and in Consideration of the annual Sum of, &c. of lawful Money, &c. secur'd to be paid her during the Term of her natural Life by *W. B.* Esq; present Lord of the Manor of, &c. aforesaid, hath assigned, transferred and set over, and by these Presents doth assign, transfer and set over unto the said *W. B.* the before recited Tenement, &c. with the Appurtenances, and all the Right, Title, Interest, Claim and Demand whatsoever of her the said *M. C.* of, in and to the same, by Vertue of the said Copy of Court-Roll, or the Custom of the said Manor or otherwise howsoever, together also with the said Copy. And to the Intent the said *W. B.* may become as lawfully and absolutely possessed of the said Tenement, Lands and Premisses, as of other Parts of the said Manor now in his Hands, the said *M. C.* doth hereby covenant and promise to and with the said *W. B.* his Heirs and Assigns, that she the said *M. C.* shall and will at the next Court-Baron to be held for the said Manor of, &c. or at any other time or times, upon the Request, and at the Costs and Charges of the said *W. B.* or his Heirs, surrender into his or their Hands,
or

or into the Hands of the Steward of the said Manor, or otherwise according to the Custom of the said Manor, To the Use of the said *W. B.* his Heirs and Assigns, the aforesaid Tenement, &c. and all the Lands, Meadows, Pastures, Feedings and Commons to the same belonging or appertaining; and all her Right, Title, Claim and Demand whatsoever, of, in and to the same. And that she the said *M. C.* shall and will from time to time, and at all times hereafter, during the Term of her Life, at the reasonable Request, Costs and Charges in the Law of the said *W. B.* his Heirs or Assigns, make and do all and every such further and other lawful and reasonable Acts and Things, for the further, better and more perfect assuring and conveying of the said Tenement, Lands and Premises, to the Use of the said *W. B.* his Heirs and Assigns, as by him or them, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required. And further, that at the Time of such Surrender or Surrenders, or other Assurance or Assurances to be made of the said Tenement, Lands and Premises, the same shall be free and clear, and freely and clearly acquitted and discharged, of and from all former Surrenders, Forfeitures and other Incumbrances whatsoever, had, made, done or wittingly or willingly suffered by her the said *M. C.* or by any other Person or Persons lawfully claiming by, from or under her. In witness, &c.

Note, A Bond is necessary, Conditioned for paying the Annuity at two Payments in the Year, the first to begin at, &c. reciting at large this Deed of Surrender in the Beginning.

A Sur-

*A Surrender of a Copyhold Estate, held by a Widow-
hood and one Life, out of Court, in order to take a
new Estate in the Premises by Lease.*

TO all to whom these Presents shall come: *A. F.* Widow of *J. F.* of, &c. deceased, and *S. P.* Wife of *R. P.* of the same Place, &c. and the said *R. P.* send Greeting. Whereas by Copy of Court-Roll of the Manor of, &c. aforesaid, bearing Date, &c. a Grant was made by, &c. unto *T. F.* of, &c. aforesaid, of a Messuage or Tenement, &c. situate, lying and being in, &c. and then late in the Tenure of, &c. to hold for the Term of the Lives of the said *T. F.* and *J. F.* and *S. F.* Son and Daughter of the said *T. F.* and the Life of either of them longest living successively, at the Will of the Lord, according to the Custom of the said Manor, by and under the yearly Rent of, &c. and one Heriot, when it should happen, the best Beast or Goods, or in Lieu thereof, the Sum of, &c. in Money, at the Election of the Lord of the said Manor; and by and under all other Rents, Burdens, Works, Suits, Customs and Services therefore due, and of Right accustomed; as by the said Copy of Court-Roll more at large may appear. And whereas the said *T. F.* and *J. F.* are since deceased, whereby the said *A. F.* is possessed of the Premises aforesaid for Term of her Widowhood, according to the Custom of the said Manor of, &c. and whereas the said *S. F.* is since married to the said *R. P.* Now these Presents witness, That the said *A. F.* by and with the Consent, and at the Direction and Appointment of the said *S. P.* and *R. P.* testified by their being made Parties to, and Signing and Sealing of these Presents; and also the said *S. P.* and *R. P.* for divers good Causes and valuable Considerations them thereunto especially moving, and to the Intent and Purpose that a new Estate of and in the said Premises may be granted to the

the said *A. F.* they the said *A. F. S. P.* and *R. P.* have surrendred and yielded up, and by these Presents do, and each and either of them doth surrender and yield up unto *W. B.* the elder, Esq; &c. and *W. B.* the younger Esq; eldest Son and Heir of the said *W. B.* the elder, and Lord of the said Manor of, &c. as well the said recited Copy of Court-Roll, and all and singular the Messuage, Tenement, Lands and Premises aforesaid, with the Appurtenances therein and thereby granted, as also all the Estate, Right, Title, Interest, Possession, Reversion, Property, Claim and Demand whatsoever, of them the said *A. F. S. P.* and *R. P.* and of either or any of them, of, in and to the same, or of, in or to any Part or Parcel thereof. And the said *A. F. S. P.* and *R. P.* do hereby covenant for themselves and every of them, by these Presents, That they the said *A. F. S. P.* and *R. P.* or either or any of them, shall and will from time to time, and at all times hereafter during the Term of their Lives, at the reasonable Request, Cost and Charges in the Law, of the said *W. B.* the elder and *W. B.* the younger, or either of them, their or either of their Heirs or Assigns, make and do all and every such further and other lawful and reasonable Acts and Things, for the further, better and more perfect Surrendring of the said Tenement, Lands and Premises, to the Use of the said *W. B.* the elder and *W. B.* the younger, their Heirs and Assigns, as by their or either of their Counsel learned in the Law shall be reasonably devised, or advised and required. In witness, &c.

A very good Release of Copyhold Lands.

TO all Christian People to whom these Presents shall come, *R. T.* of, &c. Gent. Nephew and next Heir of *J. T.* of, &c. deceased, sendeth Greeting. Whereas divers Suits and Controversies have been heretofore had and moved between the said *R. T.* and *T. S.*
of

of the Parish of, &c. for, touching and concerning divers Customary and Copyhold Lands, Tenements and Hereditaments late of the said J. T. lying and being in the Parishes of, &c. and Parcel of the Manors of, &c. All which said Lands and Premises were heretofore lawfully surrendred and conveyed according to the Custom of the several Manors whereof the same are holding, by the said J. T. unto the said T. S. and his Heirs, who hath accordingly been admitted Tenant thereunto; Now know ye, That I the aforesaid R. T. as well for the Confirmation and Sure-making of the said Lands and Premises unto the said T. S. and his Heirs, as for and in Consideration of the Sum of, &c. have granted, remised and released, and for ever quit-claimed, and by these Presents do for me and my Heirs clearly and absolutely grant, &c. unto the said T. S. he being in the full and peaceable Possession of the said Lands and Premises hereafter mentioned, and to his Heirs for ever, all my Estate, Right, Title, Interest, Use, Property, Claim and Demand whatsoever, which I now have or may, or can or should or ought to have, or which I or my Heirs hereafter shall or may claim, or have of or in all or any of those Customary Lands, Tenements or Hereditaments, lying and being in the Parishes of, &c. aforesaid, now in the Possession or Occupation of the said T. S. his Assignee or Assigns, and holden by Copy of Court-Roll of the Manor of S. aforesaid (that is to say) of and in one Close of Land containing, &c. (which said Lands and Premises were heretofore lawfully surrendred, conveyed or assigned by the said J. T. unto the said T. S. and his Heirs) so that neither I the said R. T. nor my Heirs, nor any other Person or Persons whatsoever, lawfully claiming by, from or under me, any Right, Title, Property, Interest, Claim or Demand whatsoever, of, in or to all or any the Lands, and Premises aforesaid, or any Part or Parcel thereof, shall, may or ought to have,

have, claim, challenge or demand in any Manner, But off and from all Right, Title, Interest, Property, Claim and Demand whatsoever, of, in or to the same Lands and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, from henceforth shall and will be utterly barred and for ever excluded by Virtue of these Presents.

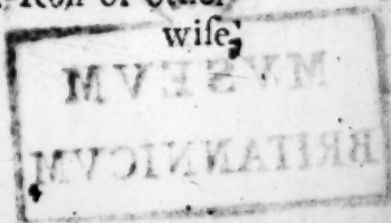
Another Release of a Copyhold Estate.

TO all Christian People to whom these Presents shall come. *A. B.* of, &c. and *C. B.* of, &c. Brother of the said *A. B.* send Greeting. Whereas the said *A. B.* is or was seized for and during the Term of his natural Life, according to the Custom of the Manor of, &c. of and in one Copyhold Messuage or Tenement, with the Appurtenances, in, &c. aforesaid, being Parcel of the said Manor, late in the Tenure or Occupation of, &c. deceased, and of and in several Parcels of Land, Meadow and Pasture, to the same belonging, or reputed Part thereof. And whereas the said *C. B.* hath a Copyhold Estate for the Term of his Life in the said Messuage and Premises in Reversion after the Death of the said *A. B.* as by the Court-Rolls of the said Manor of, &c. more at large appeareth. Now know ye, That the said *A. B.* and *C. B.* for and in Pursuance of an Agreement heretofore made and concluded between the said *A. B.* and *E. F.* Esq; Lord of the said Manor of, &c. of and for the said Copyhold Estate, and for and in Consideration of the Sum of, &c. of lawful Money, &c. by him the said *E. F.* in Hand paid to the said *A. B.* and *C. B.* or one of them, before the Sealing and Delivery hereof, the Receipt whereof they do hereby acknowledge, and for other good Causes and Considerations him thereunto moving, have granted, yielded up, surrendered, remised, released and quit-claimed, and by these Presents they the said *A. B.* and *C. B.* do, and either of

of them doth grant, yield up, surrender, remise, release and for ever quit-claim, unto the said *E. F.* his Heirs, Executors and Administrators, for ever, their said several and respective Copyhold Estates in the said Messuage, Lands and Premises, and in any Part or Parcel of the same, and all their and either of their Estate, as well Freehold as Copyhold, Right, Title, Interest, Possession, Claim and Demand whatsoever, either in Law or Equity, or according to the Custom of the said Manor, or otherwise howsoever. And the said *A. B.* and *C. B.* do for themselves, their Heirs, Executors and Administrators, covenant and grant to and with the said *E. F.* his Heirs, Executors and Administrators, by these Presents, That they the said *A. B.* and *C. B.* shall and will from time to time, and at all Times hereafter, upon Request, and at the Costs and Charges in the Law of the said *E. F.* do and perfect, or cause to be done and perfected, all such lawful and reasonable Acts and Things in the Law, for the surrendering, barring and extinguishing of their or either of their Right and Estate, as well Freehold as Customary, and all their or either of their Claim or Demand in or to the said Messuage or Tenement and Premises, or any of them, as by him the said *E. F.* his Heirs or Assigns, shall be reasonably advised and required. In witness, &c.

A Warrant to seize Copyhold Lands for not taking them up after three Proclamations.

Maner. de M. **W** Hereas publick Proclamation hath been made at three several Courts holden for this Manor, That the Heirs or Assigns of *T. H.* late Copyhold Tenant of the said Manor deceased, should come into this Court, and take up all those Copyhold Lands and Tenements, which the said *T. H.* at the Time of his Death, held of the Lord of the same Mannor by Copy of Court-Roll or otherwise;



wife, That the same should be seized into the Hands of the Lord of the said Manor, for want of a Tenant, and for that none came to take up the said Lands and Tenements, It is therefore commanded to J. R. Bailiff of the said Manor, That he seize into the Hands of Sir W. B. Lord of the said Manor, all and singular the Lands and Tenements of which the said T. H. died seized, holden of this Manor by Copy of Court-Roll. Given under my Hand and Seal, &c.

To J. R. Bailiff of the Manor of M. R. S. Steward.

The Return of the said Warrant.

29 Die Martii 1716.

MEmorandum, At a Court holden the Day and Year above written, came J. R. Bailiff of this Manor, and gave the Court to understand, that he hath seized the Lands and Tenements above-mentioned, as above to him was commanded by the Precept labove Written. Sign'd by J. R. Bailiff.

See more touching Copyholds, in the Titles of Covenants and Conditions, ante Page 256, 323, 340, 347, 350, 396, 398. and the Titles Settlements of Estates, Licences, Warrants, &c. in the Second Part of this Treatise.

The End of the First Volume.

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